

FV09

MA HSD



**The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security**

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eops

Kevin M. Burke
Secretary

Sandra M. McCroom
Executive Director

September 11, 2009

Mr. Philip Weiser
Regional Administrator
National Highway Traffic Safety Administration
55 Broadway - Kendall Square
Cambridge, MA 02142

APPROVED
Philip Weiser
PHILIP J. WEISER
REGIONAL ADMINISTRATOR
9-15-09

Dear Mr. Weiser:

Please accept this letter as our formal request for a Traffic Enforcement and Equipment Grant Department to make the following equipment purchase utilizing FFY09 funding. This initiative was approved by NHTSA in the FFY09 Highway Safety Performance Plan, Program Area OP-09-03, and will be funded with ~~Section 402 dollars~~. The department has agreed to absorb additional costs in excess of grant funding, and to maintain an inventory in accordance with federal and state regulations.

Norwood Police Department

Elsag North American Automated Plate Recognition System. Cost: \$21,000
Norwood will use their \$3,000 equipment grant from EOPSS/HSD toward this purchase.

The department must receive their purchase by September 30, 2009 in accordance with their signed contract.

If you have any questions, please do not hesitate to contact Caroline.Hymoff@state.ma.us or at 617.725.3334. Thank you.

Sincerely yours,

Sheila Burgess (ch)
Sheila Burgess, Director
Highway Safety Division



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FY10

MA HSD



U.S. Department
of Transportation
National Highway
Traffic Safety
Administration

Region 1
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Volpe Center,
Kendall Square
55 Broadway, DTS-903
Cambridge, MA 02142-1093
Tel. 617-494-3427
Fax 617-494-3846

January 19, 2010

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Re: Automated License Plate Reader (ALPR) Program/Equipment Approval

Dear Director Burgess:

We have reviewed your November 2, 2009 and subsequent January 8, 2010 letters regarding the FFY10 (AL-10-16) project.

This office:

Section 154

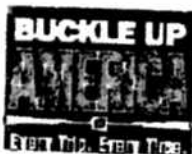
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- agrees with the identified 49% NHTSA – 51% non-NHTSA proportional funding levels and
- the increased level of funding to \$300,000.

As in the purchase of any equipment with federal funds, records shall be maintained with sufficient detail to allow an auditor to determine that the device(s) were used in a manner consistent with the terms of the grant.

Please do not hesitate to contact me at 617 494-3427 or Gabriel J. Cano if you have any further questions or concerns.

Sincerely yours,

Philip J. Weiser
Philip J. Weiser
Regional Administrator



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Kevin M. Burke
Secretary

Sandra M. McCroom
Executive Director

January 8, 2010

Philip Weiser
Regional Administrator
National Highway Traffic Safety Administration, Region 1
55 Broadway, DTS-003
Cambridge, MA 02142

Dear Mr. Weiser:

This letter is in reference to the Automated License Plate Reader program (ALPR) as noted in the Massachusetts Highway Safety Performance Plan for FFY10 (AL-10-16). The project cost is currently listed as \$100,000, but the Executive Office of Public Safety and Security/Highway Safety Division (EOPSS/HSD) would like to increase the funding to \$300,000 to accommodate the number of police departments that would like to participate in this pilot project. *Section 154*

Based on our most recent conversation, we understand that the National Highway Traffic Safety Administration (NHTSA) would allow a 49% NHTSA- 51% non-NHTSA split on such purchases with NHTSA funding. The EOPSS/HSD would like to propose that the Commonwealth's ALPR be viewed as a program in its entirety. Through non-federal funds including municipalities that have purchased ALPR systems, match from communities that purchased ALPR systems under the EOPSS/HSD enforcement/equipment grant, the Massachusetts State Police, and the Criminal History Systems Board (CHSB), the Commonwealth has expended well over \$310,000.

Therefore based on the 49%-51% split, the Commonwealth exceeds the in-kind requirement. At an average price of \$25,000/unit, the EOPSS/HSD estimates that 12 units will be purchased with federal funding. Units purchased with federal funding will become property of the Commonwealth and loaned out to communities through an Application for Grant Funding process administered by CHSB and an inventory will be maintained. Following protocol, EOPSS will request approval based on the specifications for the equipment.



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Kevin M. Burke
Secretary

Sandra M. McCroom
Executive Director

November 2, 2009

11-6
Philip Weiser
Regional Administrator
National Highway Traffic Safety Administration, Region 1
55 Broadway, DTS-003
Cambridge, MA 02142

RECEIVED

BY: _____

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Based on the attached preliminary data from the Boston Police Department, we understand that the National Highway Traffic Safety Administration (NHTSA) would allow a 92% NHTSA – 8% non-NHTSA split on such purchases with NHTSA funding. The EOPSS/HSD would like to propose that the Commonwealth's ALPR be viewed as a program in its entirety. Through community/municipality funds, state and non-NHTSA funds, the Commonwealth would purchase ALPR equipment and request that NHTSA agree that the Commonwealth can match that total with 92% of federal funds.

Currently there are nine police departments utilizing ALPR units:

- Brockton, Essex County Sheriff's Office, Lawrence, Melrose, Revere, Salem, Somerville (2 units), Springfield, and West Springfield.
- Average cost is \$25,000 per system for a total of ten units at \$250,000.

The following agencies are piloting ALPR units:

- Massachusetts State Police (2 units), Boston Police (2 units), the North Eastern Massachusetts Law Enforcement Council (NEMLEC) Unit which is portable and

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If you have any questions regarding our request, please do not hesitate to contact me at Sheila.burgess-hill@state.ma.us or Caroline Hymoff at Caroline.hymoff@state.ma.us or at 617.725.3334. Thank you for your consideration of this request.

Sincerely,

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Highway Safety Division

Enclosure



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November 2, 2009

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Cambridge, MA 02142

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- Norwood, \$21,000 for the unit, offset by \$3,000 in NHTSA funds.
- Match figures represent a total of \$35,000.

According to the Criminal History Systems Board (CHSB), the vendors provide for the ability to centrally store the data that the ALPR captures. Such data includes a color image of the license plate, date and time stamps, as well as GPS coordinates of the vehicle at the time it was scanned.

The following is a breakdown of preliminary Commonwealth matches to date:

- CHSB: Initially 40 hours of programming/systems time setting up the protocol with the National Crime Information Center (NCIC) and the Registry of Motor Vehicles (RMV) to be able to receive the electronic files. These files are not automatically sent without manual intervention.
- CHSB will continually monitor the system and provide support services as needed. These services include: quality control to ensure data is passing from NCIC and RMV to Criminal Justice Information Services (CJIS); coordination of user accounts, help desk support and network security. On average, CHSB IT and CJIS support staff provide four hours per week of these services over a 168 hour work week (7 days a week/24 hours a day):
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\$250,000 Current communities

\$35,000 Match from Haverhill and Norwood

Total: \$294,538.14


Therefore based on the 92%-8% split, the Commonwealth far exceeds the in-kind requirement. At an average price of \$25,000/unit, the EOPSS/HSD estimates that 12 units will be purchased with federal funding. Units purchased with federal funding will become property of the Commonwealth and loaned out to communities through an Application for Grant Funding process administered by CHSB.

Based on recent correspondence from NHTSA, we understand that the federal safety share shall be proportional to the documented use of the ALPR for highway safety activities and the ALPR shall be used in support of both traffic and criminal enforcement efforts. This proportion will be documented and the grantee shall maintain records on the use of the device(s). As in the purchase of any equipment with federal funds, records

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If you have any questions regarding our request, please do not hesitate to contact me at Sheila.burgess-hill@state.ma.us or Caroline Hymoff at Caroline.hymoff@state.ma.us or at 617.725.3334. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sheila B', written over the word 'Sincerely,'.

Sheila Burgess, Director
Highway Safety Division

Enclosure

From: Burgess-Hill, Sheila (OGR)
Sent: Friday, October 16, 2009 11:36 AM
To: Smith, Sheila; Burgess-Hill, Sheila (CCJ)
Cc: Casey, William; Houton, John; Ambarik, Amy; Wells, Karen (EPS); Demille, Daniel (OGR); 'Hymoff, Caroline (OGR)'
Subject: RE: LPR aggregate data

Sheila, Thank you very much for this data, we will be using this to provide to our Federal Partners to apply for funding for More LPR systems. I will be in touch. I have been talking with Curt wood over at CHSB and he was going to talk with Willie Bradley more about the proposed system. We are moving forward in preparing an application for funding.

Thanks Sheila

Sheila Burgess, Director
Highway Safety Division
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Executive Office of Public Safety and Security
Ten Park Plaza, Suite 3720
Boston, MA 02116
617-725-3307-Direct
617-725-0260 - Fax
617-839-0005 - Cell
Sheila.burgess-hill@state.ma.us

From: prvs=15339aaf6f=smithsh.bpd@ci.boston.ma.us
[mailto:prvs=15339aaf6f=smithsh.bpd@ci.boston.ma.us] **On Behalf Of** Smith, Sheila
Sent: Friday, October 16, 2009 10:08 AM
To: Burgess-Hill, Sheila (CCJ)
Cc: Casey, William; Houton, John; Ambarik, Amy
Subject: LPR aggregate data

Director Burgess,

I analyzed data from only 1 LPR device for September, 2009. I did not include days that had 25 or less scans, resulting in 20 days worth of data being analyzed.

Based on these assumptions, the LPR vehicle had 58,399 reads and 1,373 "hits" based on the CHSB hotlist that is updated daily. Of those reads, we have 519 alarms that were NOT correct, i.e. the visual rendering of the license plate observed by the officer was not the same plate as occurred on the hotlist. We had 854 accepted alarms, that is to say, the visual representation of the plate matched the read that the LPR device determined.

Of those 854 accepted alarms, 786 were for suspended / revoked registrations (92%).

Please let me know if you require additional information.

Sheila Smith
Project Manager - Boston Police
617-343-6021



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region 1
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Volpe Center,
Kendall Square
55 Broadway, DTS-903
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Tel. 617-494-3427
Fax 617-494-3646

January 19, 2010

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Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Re: Automated License Plate Reader (ALPR) Program/Equipment Approval

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Regional Administrator

www.nhtsa.gov



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January 8, 2010

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National Highway Traffic Safety Administration, Region 1
55 Broadway, DTS-003
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Sheila.burgess-hill@state.ma.us

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Sheila Smith
Project Manager - Boston Police
617-343-6021

 This message was sent with high importance.

Cano, Gabriel (NHTSA)

From: Hymoff, Caroline (OGR) [Caroline.Hymoff@state.ma.us] **Sent:** Fri 11/6/2009 11:43 AM
To: Cano, Gabriel (NHTSA)
Cc: Burgess-Hill, Sheila (OGR); Demille, Daniel (OGR)
Subject: FW: Hgwy LPR Equipment approval 2010
Attachments:

Hi Gabe - here is the email trail we discussed today. We are working on gathering the other information you requested. Thank you. Caroline

Caroline J. Hymoff

Senior Program Manager

Highway Safety Division

Office of Grants and Research

Executive Office of Public Safety and Security

10 Park Plaza, Suite 3720

Boston, MA 02116

Tel: 617.725.3334

Fax: 617.725.0260

www.mass.gov/highwaysafety

Remember to buckle up! Every trip, every time.

From: Philip.Weiser@dot.gov [mailto:Philip.Weiser@dot.gov]
Sent: Wednesday, September 16, 2009 2:06 PM
To: Sheila.Burgess-Hill@state.ma.us
Cc: Caroline.Hymoff@state.ma.us; Cynthia.Campbell@state.ma.us; Daniel.Demille@state.ma.us
Subject: RE: Equipment approval

Sheila,

Yes, based on the data the state has to justify the proportion benefiting highway safety. In all cases, an ALPR should be used for all possible identifications, both highway safety and criminal, to maximize its use, thus the requirement for proportional funding. A state may choose to establish a limit on funding for an ALPR, taking care to ensure that such limit is well within the identified benefits to highway safety, based on available data. Identifying such limit may require additional field experience and data collection, since this technology is still relatively new to highway safety uses.

I hope this helps to clarify the issue.

Phil

From: Burgess-Hill, Sheila (OGR) [mailto:Sheila.Burgess-Hill@state.ma.us]
Sent: Wednesday, September 16, 2009 1:39 PM
To: Weiser, Philip (NHTSA)
Cc: Hymoff, Caroline (OGR); Campbell, Cynthia (OGR); Demille, Daniel (OGR)
Subject: RE: Equipment approval

Phil, do the following last two paragraphs in the document you sent mean that LPR can be approved at rate different than the previous 70/30 split?

Where a State is able to show through problem identification or legitimate justification of safety potential, that use of LPR technology has a reasonable chance of improving safety performance, every consideration should be given to approving the request. The amount funded from NHTSA sources should be proportional to the highway safety benefit of the program.

Regional management should consider the totality of the safety issues and program circumstances in the State, and the nature of the safety potential to be achieved through the use of the LPR, when making a funding decision.

I look forward to hearing back from you.

Thanks Sheila

Sheila Burgess, Director

Highway Safety Division

Office of Grants and Research

Executive Office of Public Safety and Security

Ten Park Plaza, Suite 3720

Boston, MA 02116

617-725-3307-Direct

617-725-0260 - Fax

617-839-0005 - Cell

Sheila.burgess-hill@state.ma.us

From: Philip.Weiser@dot.gov [mailto:Philip.Weiser@dot.gov]

Sent: Tuesday, September 15, 2009 4:40 PM

To: Burgess-Hill, Sheila (CCJ)

Cc: Hymoff, Caroline (MISC); Gabriel.Cano@dot.gov; paul.logozzo@dot.gov

Subject: Equipment approval

Sheila,

Attached is the approval for the requested equipment. I've also attached a white paper on funding for ALPR's, just in case we haven't provided it to you previously.

Phil

Automatic License Plate Readers

January 2009

This paper provides a brief overview on automatic license plate readers and offers some considerations for regions and states prior to approving use of Section 402 or other Federal highway safety grant funding for the equipment.

Operation

License plate reader (LPR) technology allows law enforcement officers to access license plate and related data more effectively. A plate reader can recognize over 1,000 license plates an hour, at speeds of up to 70mph, as vehicles pass either a portable or stationary unit or a law enforcement vehicle passes the plate. Information downloaded into a data base connected to the plate reader allows a law enforcement officer to monitor vehicle registrations for warrants, suspensions or other specified violations. Following individual law enforcement agency policy, the officer uses their discretion on making a traffic stop or conducting further investigation when safe to do so.

Alert Notifications

An audible alert notifies the officer that the equipment has identified the plate for a myriad of possibilities. Primary alerts/uses include, but are not limited to the identification of:

- Stolen vehicles
- Suspended/revoked registration
- Suspended/revoked operator
- Wanted individuals
- Amber alert vehicles
- Violators of passing stopped school buses
- Out-of-service motor carriers/coaches
- Scofflaws

Guidance for Funding Determination

Agencies requesting Section 402 or other Federal highway safety funds for the purchase of license plate readers shall provide the following for consideration:

- Justify Need - Why are the readers needed? What safety problem will their use serve to address/reduce? (High number of suspended/revoked motorists in the community, high number of crashes involving suspended/revoked motorists/vehicles, etc.).
- Plan for Use - What percent of time will be spent focusing on highway safety issues? (Suspended/revoked licenses, school bus safety, etc. versus use for criminal interdiction).

- Explore the possibility of joint funding with other agencies (Department of Justice, Federal Motor Carrier Safety Administration, etc.).
- Area of Coverage - Identify if equipment will be used for multi-jurisdictional or corridor settings.
- Plan for on-going maintenance/warranty of equipment and life-cycle replacement.
- Identify tool for reporting and evaluation (i.e. # of citations, types of citations, number of arrests, etc.).
- Establish guidelines, policies and interagency agreements prior to implementation of LPR program.

Where a State is able to show through problem identification or legitimate justification of safety potential, that use of LPR technology has a reasonable chance of improving safety performance, every consideration should be given to approving the request. The amount funded from NHTSA sources should be proportional to the highway safety benefit of the program.

Regional management should consider the totality of the safety issues and program circumstances in the State, and the nature of the safety potential to be achieved through the use of the LPR, when making a funding decision.

1. / ~~F~~ REVOCATION / NON PAYMENT
INS - SUSPENDED FOR
NCIC -

442279 NEED SEG15 TO OPEN UP MORE
FILES - WHICH ONES ARE
TRAFFIC SAFETY RELATED

3. STOLEN PLATE

4. STOLEN ~~THE~~ VEHICLE

5. NCIC WARRANTS

SUSPENDED OPERATIONS

→

→ INTERLOCKS
IGNITION -
NOTATION
1906

Cano, Gabriel (NHTSA)

From: Burgess-Hill, Sheila (OGR) [Sheila.Burgess-Hill@state.ma.us]
Sent: Friday, December 11, 2009 9:32 AM
To: Cano, Gabriel (NHTSA); Demille, Daniel (CCJ)
Subject: Fw: ALPR Information Request

I was talking to Phil yesterday about data sets used here they are. My new understanding it is based on the data sets in the system not the amount of traffic hits over criminal hits. So what does this. Info mean a 50 50 split. I look forward to hearing what your thoughts are now.

Sheila

From: Wood, Curtis (CHS) <Curtis.Wood@state.ma.us>
To: Burgess-Hill, Sheila (CCJ) <Sheila.Burgess-Hill@state.ma.us>
Sent: Fri Dec 11 08:50:23 2009
Subject: ALPR Information Request

Sheila

See below - the data sets are noted below. CW

RELATED TO

- IMPAIRED DRIVING (LX/PL/SC)
- SPEEDING
- BELT
- AGGRESSIVE/PRIVILEGE OFFENSES

From: Hughes, Sean (CHS)
To: Wood, Curtis (CHS)
Sent: Fri Dec 11 08:48:17 2009
Subject: FW: ALPR Information Request

Will this work?

From: Wood, Curtis (CHS)
Sent: Tuesday, November 10, 2009 7:12 AM
To: Demille, Daniel (CCJ); Wood, Curtis (CHS)
Cc: Burgess-Hill, Sheila (CCJ); Hughes, Sean (CHS)
Subject: RE: ALPR Information Request

An Automatic License Plate Reader (LPR) is an image-processing technology used to identify vehicles by their license plates. It is a special form of Optical Character Recognition where algorithms are employed to transform the pixels of the digital image into the text of the number plate. Law enforcement agencies use this technology to identify persons or vehicles whose license plates are connected to a crime or infraction. Cameras, mounted to police vehicles at this time, automatically take photos of license plates and compare those plates to plates contained within a FBI - National Crime Information Center file (NCIC) and a Massachusetts Registry of Motor Vehicle (RMV) suspended and/or revoked operator file (highway safety interests). The NCIC "hot list" file is generated from multiple data sources such as, Stolen and Felony Vehicles, Stolen License Plates, Wanted Persons, Missing Persons, Individuals on Supervised Release, Protection Orders, Sexual Offenders, Gang Members and Terrorists, Immigration Violators and Canadian Hot File Records (Wanted Persons, Stolen Vehicles, etc.). This file is downloaded from the FBI twice a day by the Public Safety Data Center (formerly the CHSB) and provided to participating law enforcement agencies via the Criminal Justice Information System (CJIS) network. The Massachusetts RMV file is received once per week and this file is also sent to the participating law enforcement agencies via the CJIS network. Law enforcement equipped with LPR units download the two files from the Public Safety Data Center at an

12/11/2009



**The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security**

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Office of Grants & Research
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Kevin M. Burke
Secretary

Sandra M. McCroom
Executive Director

November 2, 2009

Philip Weiser
Regional Administrator
National Highway Traffic Safety Administration, Region 1
55 Broadway, DTS-003
Cambridge, MA 02142

RECEIVED

BY: _____

Dear Mr. Weiser:

This letter is in reference to the Automated License Plate Reader program (ALPR) as noted in the Massachusetts Highway Safety Performance Plan for FFY10 (AL-10-16). The project cost is currently listed as \$100,000, but the Executive Office of Public Safety and Security/Highway Safety Division (EOPSS/HSD) would like to increase the funding to \$300,000 to accommodate the number of police departments that would like to participate in this pilot project.

Based on the attached preliminary data from the Boston Police Department, we understand that the National Highway Traffic Safety Administration (NHTSA) would allow a 92% NHTSA – 8% non-NHTSA split on such purchases with NHTSA funding. The EOPSS/HSD would like to propose that the Commonwealth's ALPR be viewed as a program in its entirety. Through community/municipality funds, state and non-NHTSA funds, the Commonwealth would purchase ALPR equipment and request that NHTSA agree that the Commonwealth can match that total with 92% of federal funds.

Currently there are nine police departments utilizing ALPR units:

- Brockton, Essex County Sheriff's Office, Lawrence, Melrose, Revere, Salem, Somerville (2 units), Springfield, and West Springfield.
- Average cost is \$25,000 per system for a total of ten units at \$250,000.

The following agencies are piloting ALPR units:

- Massachusetts State Police (2 units), Boston Police (2 units), the North Eastern Massachusetts Law Enforcement Council (NEMLEC) Unit which is portable and

has been previously deployed to the Bedford, Somerville, Burlington, Haverhill, and Peabody Police Departments.

The following two departments as recipients of EOPSS/HSD enforcement/equipment grants are paying the following:

- Haverhill, \$22,000 for the unit, offset by \$5,000 in NHTSA funds.
- Norwood, \$21,000 for the unit, offset by \$3,000 in NHTSA funds.
- Match figures represent a total of \$35,000.

According to the Criminal History Systems Board (CHSB), the vendors provide for the ability to centrally store the data that the ALPR captures. Such data includes a color image of the license plate, date and time stamps, as well as GPS coordinates of the vehicle at the time it was scanned.

The following is a breakdown of preliminary Commonwealth matches to date:

- CHSB: Initially 40 hours of programming/systems time setting up the protocol with the National Crime Information Center (NCIC) and the Registry of Motor Vehicles (RMV) to be able to receive the electronic files. These files are not automatically sent without manual intervention.
- CHSB will continually monitor the system and provide support services as needed. These services include: quality control to ensure data is passing from NCIC and RMV to Criminal Justice Information Services (CJIS); coordination of user accounts, help desk support and network security. On average, CHSB IT and CJIS support staff provide four hours per week of these services over a 168 hour work week (7 days a week/24 hours a day):
- Initial set up: 40 hours @ \$38.46/hour = \$1,538.46
- Ongoing maintenance/service/security overnight: 4 hours/week @ \$38.46 x 52 weeks (208 hours) = \$7,999.68.

Match breakdown to date:

\$1,538.46 CHSB

\$7,999.68 CHSB

\$250,000 Current communities

\$35,000 Match from Haverhill and Norwood

Total: \$294,538.14

Therefore based on the 92%-8% split, the Commonwealth far exceeds the in-kind requirement. At an average price of \$25,000/unit, the EOPSS/HSD estimates that 12 units will be purchased with federal funding. Units purchased with federal funding will become property of the Commonwealth and loaned out to communities through an Application for Grant Funding process administered by CHSB.

Based on recent correspondence from NHTSA, we understand that the federal safety share shall be proportional to the documented use of the ALPR for highway safety activities and the ALPR shall be used in support of both traffic and criminal enforcement efforts. This proportion will be documented and the grantee shall maintain records on the use of the device(s). As in the purchase of any equipment with federal funds, records

shall be maintained with sufficient detail to allow an auditor or reviewer to determine that the device(s) were used in a manner consistent with the terms of the grant.

If you have any questions regarding our request, please do not hesitate to contact me at Sheila.burgess-hill@state.ma.us or Caroline Hymoff at Caroline.hymoff@state.ma.us or at 617.725.3334. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sheila B', with a stylized flourish at the end.

Sheila Burgess, Director
Highway Safety Division

Enclosure

From: Burgess-Hill, Sheila (OGR)
Sent: Friday, October 16, 2009 11:36 AM
To: Smith, Sheila; Burgess-Hill, Sheila (CCJ)
Cc: Casey, William; Houton, John; Ambarik, Amy; Wells, Karen (EPS); Demille, Daniel (OGR); 'Hymoff, Caroline (OGR)'
Subject: RE: LPR aggregate data

Sheila, Thank you very much for this data, we will be using this to provide to our Federal Partners to apply for funding for More LPR systems. I will be in touch. I have been talking with Curt wood over at CHSB and he was going to talk with Willie Bradley more about the proposed system. We are moving forward in preparing an application for funding.

Thanks Sheila

Sheila Burgess, Director
Highway Safety Division
Office of Grants and Research
Executive Office of Public Safety and Security
Ten Park Plaza, Suite 3720
Boston, MA 02116
617-725-3307-Direct
617-725-0260 - Fax
617-839-0005 - Cell
Sheila.burgess-hill@state.ma.us

From: prvs=15339aaf6f=smithsh.bpd@ci.boston.ma.us
[mailto:prvs=15339aaf6f=smithsh.bpd@ci.boston.ma.us] **On Behalf Of** Smith, Sheila
Sent: Friday, October 16, 2009 10:08 AM
To: Burgess-Hill, Sheila (CCJ)
Cc: Casey, William; Houton, John; Ambarik, Amy
Subject: LPR aggregate data

Director Burgess,

I analyzed data from only 1 LPR device for September, 2009. I did not include days that had 25 or less scans, resulting in 20 days worth of data being analyzed.

Based on these assumptions, the LPR vehicle had 58,399 reads and 1,373 "hits" based on the CHSB hotlist that is updated daily. Of those reads, we have 519 alarms that were NOT correct, i.e. the visual rendering of the license plate observed by the officer was not the same plate as occurred on the hotlist. We had 854 accepted alarms, that is to say, the visual representation of the plate matched the read that the LPR device determined.

Of those 854 accepted alarms, 786 were for suspended / revoked registrations (92%).

Please let me know if you require additional information.

Sheila Smith
Project Manager - Boston Police
617-343-6021

Cano, Gabriel (NHTSA)

From: Hymoff, Caroline (OGR) [Caroline.Hymoff@state.ma.us]
Sent: Monday, January 04, 2010 4:39 PM
To: Cano, Gabriel (NHTSA)
Cc: Burgess-Hill, Sheila (OGR); Demille, Daniel (OGR); Rizzuti, Barbara (OGR)
Subject: FW: Offenses Which Result in a Suspension or Revocation
Attachments: Suspensions and Revocations.doc

Happy New Year, Gabe. Here is the information you requested. Please do not hesitate to contact us if you have any additional questions.
 Caroline

Caroline J. Hymoff
 Senior Program Manager
 Highway Safety Division
 Office of Grants and Research
 Executive Office of Public Safety and Security
 10 Park Plaza, Suite 3720
 Boston, MA 02116
 Tel: 617.725.3334
 Fax: 617.725.0260
www.mass.gov/highwaysafety

From: Demille, Daniel (OGR)
Sent: Monday, January 04, 2010 12:28 PM
To: Hymoff, Caroline (OGR); Burgess-Hill, Sheila (OGR)
Subject: FW: Offenses Which Result in a Suspension or Revocation

As you will see, the list of reasons for suspension/revocation of a license is quite long.

Daniel DeMille, Program Coordinator
 Highway Safety Division
 Office of Grants and Research
 Executive Office of Public Safety and Security
 10 Park Plaza, Suite 3720
 Boston, MA 02116
 Direct Line: 617-725-3341
 Fax: 617-725-0260
Daniel.DeMille@state.ma.us
www.mass.gov/highwaysafety

Be safe this Holiday Season. December 11 through January 4 is the statewide Drunk Driving. Over the Limit. Under Arrest. Mobilization. Don't drink and drive or you will be arrested. No exceptions. No excuses.

From: Dufresne, Ann (DOT) [mailto:Ann.Dufresne@state.ma.us]
Sent: Monday, December 28, 2009 11:50 AM
To: Demille, Daniel (CCJ)
Cc: Burgess-Hill, Sheila (CCJ)
Subject: FW: Offenses Which Result in a Suspension or Revocation

Here you go. The list is attached and the code explainer is below.

1/5/2010

COMMONWEALTH OF MASSACHUSETTS
 REGISTRY OF MOTOR VEHICLES
 LIST OF VTABS FOR CIVIL

OCODE	FED VIOL	DESCRIPTION	VTAB ACTN	GROUP SUBJ	ACTION DISC	COUN PER	VTAB CODE	INDC (CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
ADM	DI5	ADMIN PER SE	S	L	M	01 30	N	0	0	0	0	0	1
A25	A25	DRIVING W/IMPAIR	R	L	M	01 365	C	1	10	1	0	0	2
A50	A50	POSS ALCOH/DRUGS	R	L	M	01 9000	C	1	10	1	0	0	2
BCC	RV3	BAD CREDIT CARD	R	B	M	01 9999	N	0	40	0	0	0	0
BCK	RV3	BAD CHECK	R	B	H	01 9999	N	0	10	0	0	0	0
BCN	RV3	BAD CHECK	R	B	M	01 9999	N	0	40	0	0	0	0
B05	B05	LEAV THE SCENE	R	L	M	01 365	C	1	10	0	2	0	1
			R	L	M	02 9000							
B06	B06	LV FATAL ACC BFR POL	R	L	M	01 365	N	1	10	1	2	0	1
			R	L	M	02 9000							
B14	B14	REVL ID/FATAL/PI ACC	R	L	M	01 60	C	1	10	1	0	1095	1
			R	L	M	02 365							
			R	L	M	03 365							
			R	L	M	04 365							
B19	B19	DRIV OOS TRN 16P/HZM	R	L	M	01 90	N	1	10	1	0	0	1
CFL	MR2	COMP FRAUD LIC/ID	S	B	D	01 9999	N	0	10	0	0	0	2
CIM	DS2	IMMED THREAT-MEDICAL	S	L	D	01 9999	C	0	10	0	0	0	0
CIT	RV3	IMMEDIATE THREAT	R	B	M	01 9999	N	0	10	0	0	0	1
CLG	RV3	COMPLAINT GENERAL	S	B	D	01 9999	N	0	10	0	0	0	0
CLI	RV3	COMPL IMPROP OPER	S	B	D	01 9999	N	0	10	0	0	0	0
CLM	DS2	COMPLAINT MEDICAL	S	B	D	01 9999	N	0	10	0	0	0	0
CLR	MS	COMPLAINT REGULATORY	S	B	D	01 9999	N	0	10	0	0	0	0
COF	FAL	COURT ORDER-MV FATAL	S	L	D	01 9999	C	0	10	0	0	0	0

1ADHOC RPT 09/01/09 16:40

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

PAGE 2

0CODE	FED DESCRIPTION VIOL.	VTAB GROUP ACTION ACTN SUBJ DISC COUN PER	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
COS	MS COURT ORDER SUSP	S L D 01 9999	C 0	10	0	0	0 0
CRT	CDL ROAD TEST	L M 01 9999	N 0	0	0	0	0 1
CTLRE	MS COURT ORDER LIQ REV	R L M 01 9999	N 0	10	0	0	9999 1
CTLSU	MS COURT ORDER LIQ SUS	S L M 01 9999	N 0	10	0	0	9999 1
CTORE	MS COURT ORDER DRUG REV	R L M 01 9999	N 0	10	0	0	9999 1
CTOSU	MS COURT ORDER DRUG SUS	S L M 01 9999	N 0	10	0	0	9999 1
CTR	DI3 CHEM TEST REFUSAL	S L M 01 180	N 0	0	0	0	0 0
C11	C11 CDL ADMIN PER SE	R L M 01 365 R L M 02 9000	N 0	10	0	0	0 1
C12	C12 CDL DWI LIQUOR	R L M 01 365 R L M 02 9000	C 1	10	1	0	3650 1
C13	C13 CDL CHEM TEST REFUSE	R L M 01 365 R L M 02 9000	N 0	10	0	0	0 1
C14	C14 CDL DWI DRUGS	R L M 01 365 R L M 02 9000	C 1	10	1	0	3650 1
C15	C15 CDL LVE SCENE PD/PI	R L M 01 365 R L M 02 9000	C 1	10	1	0	0 1
C16	C16 CDL VH COMMIT FELONY	R L M 01 365 R L M 02 9000	C 1	10	1	0	0 2
C17	C17 CDL VEH FELONY DRUGS	R L M 01 9000	C 1	10	1	0	0 1
C18	C18 CDL SPEED	R L M 01 0 R L M 02 60 R L M 03 120	N 0	10	1	0	0 1
C19	C19 CDL DRIVE TO ENDANGR	R L M 01 0 R L M 02 60 R L M 03 120	C 1	10	1	0	0 1

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

SORTED BY VTAB CODE

O CODE	FED DESCRIPTION VIOL	SORTED BY VTAB CODE										POINTS MAX	TIME VIOL SPAN TYPE	
		VTAB GROUP ACTION				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT					
		ACTN	SUBJ	DISC	COUN PER									
C20	C20	CDL OPER RECKLESSLY	R	L	M	01 02 03	0 60 120	C	0	10	1	0	0	1
C21	C21	CDL WEAVE BTWN LANES	R	L	M	01 02 03	0 60 120	N	0	10	1	0	0	1
C22	C22	CDL FOLLOW TOO CLOSE	R	L	M	02 03	60 120	N	0	10	0	0	0	1
C23	C23	CDL VEH-FATAL ACC	R	L	M	01 02 03	0 60 120	C	1	10	1	0	0	1
C24	C24	CDL OPER UNLICENSED	R	L	M	02 03	60 120	N	0	10	1	0	0	1
C25	C25	CDL NO LIC IN POSSES	R	L	M	02 03	60 120	N	0	10	0	0	0	1
C26	C26	CDL IMPROPER CLASS	R	L	M	02 03	60 120	N	0	10	1	0	0	1
C27	C27	CDL OPR AFTER REVOKE	R	L	M	01 02	365 9000	C	1	10	1	0	0	1
C28	C28	CDL HOMICIDE NEGL OP	R	L	M	01 02	365 9000	C	1	10	1	0	0	1
C29	C29	CDL OOS TRSPT 16 HZM	R	L	M	01 02 03	90 1095 1095	N	0	10	0	0	0	1
C30	C30	CDL DRIVE OOS EFFCTV	R	L	M	01 02 03	90 365 1095	N	1	10	1	0	0	1
C31	C31	CDL DRIVE WHILE IMPR	R	L	M	01 02	365 9000	N	0	10	0	0	0	1
C51	C51	CDL ADM PER SE	R	L	M	01 02	365 9000	N	0	10	0	0	0	1

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

O CODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER						
C52	C52	CDL DWI LIQUOR	R R	L L	M M	01 02	365 9000	C	1	10	0	0 1
C53	C53	CDL CHEM TEST REFUSE	R R	L L	M M	01 02	365 9000	N	0	10	0	0 1
C54	C54	CDL DWI DRUGS	R R	L L	M M	01 02	365 9000	C	1	10	0	0 1
C55	C55	CDL LV SCENE PD/PI	R R	L L	M M	01 02	365 9000	C	1	10	0	0 1
C56	C56	CDL VH COMMIT FELONY	R R	L L	M M	01 02	365 9000	C	1	10	0	0 1
C57	C57	CDL OPR AFTR DISQUAL	R R	L L	M M	01 02	365 9000	C	1	10	0	0 1
C58	C58	CDL HOMICIDE/NEGL OP	R R	L L	M M	01 02	365 9000	C	1	10	0	0 1
C59	C59	CDL DRIVE WHILE IMPR	R R	L L	M M	01 02	365 9000	N	0	10	0	0 1
C60	C60	CDL VEH FEL DRGS HAZ	R	L	M	01	9000	C	1	10	0	0 1
C61	C61	CDL ADM HAZ MAT	R	L	M	01	1095	N	0	10	0	0 1
C62	C62	CDL DWI HAZ MAT	R	L	M	01	1095	C	1	10	0	0 1
C63	C63	CDL CTR HAZ MAT	R	L	M	01	1095	N	0	10	0	0 1
C64	C64	CDL DWI DRUGS HZ MAT	R	L	M	01	1095	C	1	10	0	0 1
C65	C65	CDL LV SCN PD/PI HAZ	R	L	M	01	1095	C	1	10	0	0 1
C66	C66	CDL VH CMT FLNY HAZ	R	L	M	01	1095	C	1	10	0	0 1
C67	C67	CDL OP AFTR DISQ HAZ	R	L	M	01	1095	C	1	10	0	0 1
C68	C68	CDL HMCIDE/NEG OP HZ	R	L	M	01	1095	C	1	10	0	0 1
C69	C69	CDL DRV WH IMPR HZMT	R	L	M	01	1095	N	0	10	0	0 1

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CVII

OCODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER						
C70	C70	CDL VEH CMT FEL DRGS	R	L	M	01 9000	C	1	10	1	0	0 1
C71	C71	CDL LIFETIME DISQUAL	R	L	M	01 9000	N	1	10	0	0	0 1
C72	C72	CDL LIFETIME NO REIN	R	L	M	01 9000	N	1	10	1	0	0 1
C80	C80	CDL STV DISQUAL	R	L	M	01 60	N	0	10	1	0	1095 1
C81	C81	CDL STV DISQUAL	R	L	M	01 120	N	0	10	1	0	1095 1
C91	C91	CDL OOS TRNS 16/HZM	R	L	M	01 180	N	1	10	1	0	0 2
C92	C92	CDL OOS TRNS 16P/HZM	R	L	M	01 1095	N	1	10	1	0	0 2
C93	C93	CDL OOS TRNS 16P/HZM	R	L	M	01 1095	N	1	10	1	0	0 2
C94	C94	CDL DRIVE OOS EFFCTV	R	L	M	01 90	N	1	10	1	0	0 2
C95	C95	CDL DRIVE OOS EFFCTV	R	L	M	01 365	N	1	10	1	0	0 1
C96	C96	CDL DRIVE OOS EFFCTV	R	L	M	01 1095	N	1	10	1	0	0 1
C99	C99	CDL 24HR OUTSERVICE	R	L	M	01 90	N	0	10	0	0	0 1
DEF	RR2	COURT DEFAULT	S	L	M	01 9999	N	0	30	0	0	0 2
DI1	DI1	DWI ALCOH/DRUG	R	L	M	01 365 02 730 03 2920 04 3650	C	1	10	1	5	3650 1
DI3	DI3	CHEM TEST REFUSAL	S	L	M	01 120 02 120	N	0	10	0	0	0 1
DI5	DI5	ADMIN PER SE	S	L	M	01 90 02 90	N	0	10	0	0	0 1
DI6	DI6	IMPAIRED				00 365	C	1	10	1	0	2190 1
D53	D53	FAIL PAY-FINE/COSTS	S	B	M	01 9999	N	0	30	0	0	9999 2
D56	D56	FL RESPOND/CITA-FINE	S	B	M	01 9999	N	0	30	0	0	9999 2

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

OCODE	FED DESCRIPTION VIOL	VTAB GROUP ACTION SORTED BY VTAB CODE				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL	
		ACTN	SUBJ	DISC	COUN PER						SPAN	TYPE
D78	D78 PRJURY ABOUT OPER MV	R	L	M	01 60	C	1	10	1	0	1095	1
		R	L	M	02 365							
		R	L	M	03 365							
		R	L	M	04 365							
EM7	EM7 USING W/O AUTHORITY	R	L	M	01 365	C	0	10	1	2	0	1
		R	L	M	02 1095							
		R	L	M	03 1095							
		R	L	M	01 1095							
EXL	RV1 EXCISE TAX LIC	S	L	D	01 9999	N	0	10	0	0	0	0
FA	FA FATAL ACCD PRELIM	S	L	M	01 180	N	0	10	0	0	0	0
FAP	FAP FATAL ACCID FINAL	R	L	D	01 9999	N	0	10	0	0	0	0
FA1	FA1 FATAL ACCD PRELIM	S	L	M	01 180	N	0	10	0	0	0	0
		R	L	M	01 3650	C	1	10	1	5	0	1
		R	L	M	02 9999							
FA4	FA4 VIOLATION FATAL ACCI	R	L	M	01 365	C	1	10	1	5	0	1
		R	L	M	02 9000							
FE	FE FELONY	R	L	M	01 365	C	0	0	0	0	0	1
		R	L	M	02 9000							
FE1	FE1 VEH TO COMMIT FELONY	R	L	M	01 365	C	1	0	1	0	0	2
		R	L	M	02 9000							
FE2	FE2 VEH TO COMMIT FELONY	R	L	M	01 365	C	1	0	1	0	0	2
		R	L	M	02 9000							
FE3	FE3 VEH TO COMMIT FELONY	R	L	M	01 365	C	1	0	1	0	0	2
		R	L	M	02 9000							
FR	FR NO LIABILITY POLICY	S	L	M	01 60	C	0	10	1	0	2190	2
		S	L	M	02 365							
FRS	MS FAIL REGISTER SORB	S	L	M	01 9999	C	0	90	0	0	0	1

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COMMONWEALTH OF MASSACHUSETTS
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OCODE	FED VIOL	DESCRIPTION	VTAB ACTN	GROUP SUBJ	ACTION DISC	PER COUN	VTAB CODE	INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN	VIOL TYPE
FR1	FR1	PROP DAMAGE CLAIM	S	L	M	01	9999	N	0	10	0	0	0	0
FSU	RV	5 SURCHARGE EVENTS	S	L	H	01	9999	N	0	90	0	0	0	0
HR1	HR1	LEAVE SCENE PERS INJ	R	L	M	01	365	C	1	10	1	2	0	1
			R	L	M	02	730							
			R	L	M	03	730							
			R	L	M	04	730							
HR2	HR2	LEAVE SCENE PROP DAM	R	L	M	01	60	C	1	10	1	2	0	1
			R	L	M	02	365							
			R	L	M	03	365							
			R	L	M	04	365							
HTO	HV	HABITUAL TRAF OFFNDR	R	L	H	01	1460	N	0	10	0	0	0	0
HV	HV	HABITUAL TRAF OFFNDR	R	L	M	01	1460	N	0	10	0	0	1825	0
IDR	DI4	IID DRUGS	S	L	D	01	9999	N	0	0	0	0	0	1
IEW	MS	IID 2YR ERLY WTHDRL	R	L	M	01	9999	N	0	0	0	0	0	1
IHO	HV	IID HAB TRAF OFF	S	L	D	01	9999	N	0	0	0	0	0	1
INQPEND	MS	CDL PEND WITHDRAWAL	R	L	M	01	9999	N	0	10	0	0	0	1
INQREV	MS	CDL ILLEGAL STAT RSP	R	L	M	01	9999	N	0	10	0	0	0	1
IOH	FA1	IID OUI HOMICIDE	S	L	D	01	9999	N	0	0	0	0	0	1
IOM	FA1	IID OUI MNSLAUGHTR	S	L	D	01	9999	N	0	0	0	0	0	1
IUI	DI1	IID OUI	S	L	D	01	9999	N	0	0	0	0	0	1
IVO	MS	INTRLOCK VIOLATION	R	L	D	01	3650	N	0	10	0	0	0	1
JOLDRAG	RK	JOL LIC DRAG RACING	S	L	M	01	365	N	0	10	1	0	0	2
			S	L	M	02	1095							
			S	L	M	03	1095							
			S	L	M	04	1095							

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COMMONWEALTH OF MASSACHUSETTS
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LIST OF VTABS FOR CV11

OCODE	FED DESCRIPTION VIOL	SORTED BY VTAB CODE				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
		VTAB	GROUP	ACTION	ACTN						
		ACTN	SUBJ	DISC	COUN	PER					
JOLRCKL	RK JOL LIC DRV ENDR/RCK	S	L	M	01	180	N	0	10	0	1095 2
		S	L	M	02	365					
		S	L	M	03	365					
		S	L	M	04	365					
JOLSPD	SP3 JOL LICENSE SPEED	S	L	M	01	90	N	0	10	0	0 2
		S	L	M	02	365					
		S	L	M	03	365					
JOPDRAG	RK JOL PERMIT DRAG RACE	S	L	M	04	365					
		S	L	M	01	365	N	0	10	0	0 2
		S	L	M	02	1095					
		S	L	M	03	1095					
		S	L	M	04	1095					
JOPSPD	SP3 JOL PERMIT SPEED	S	L	M	01	90	N	0	10	0	0 2
		S	L	M	02	365					
		S	L	M	03	365					
		S	L	M	04	365					
JSP	RV2 JOL MULT SPEED/RACE	S	L	M	02	180	N	0	10	0	0 1
		S	L	M	03	365					
		S	L	M	04	365					
LVP	MS LEASE VEH PARK	S	L	D	01	9999	N	0	10	0	0 0
MA W09	W09 FAIL SURR LIC HAZMAT	S	L	M	01	9999	C	0	15	0	0 1
MR	MR FALSE STATEMENTS	R	L	M	01	60	C	1	10	0	1095 1
		R	L	M	02	365					
		R	L	M	03	365					
		R	L	M	04	365					
MR1	MR1 FALSE STATEMENTS	R	L	M	01	60	C	1	10	0	1095 1
		R	L	M	02	365					
		R	L	M	03	365					
		R	L	M	04	365					

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OCODE	FED DESCRIPTION VIOL	SORTED BY VTAB CODE										MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE	
		VTAB GROUP ACTION				INDC CRIM	VTAB SUBJ DISC COUN PER		VTAB CODE								
		ACTN	SUBJ	DISC	COUN PER		VTAB	CODE									
MR2	MR2 FALSE LIC, REG, ETC	S	L	M	01	365					C	0	10	1	2	0	2
		S	L	M	02	365											
		S	L	M	03	365											
		S	L	M	04	365											
MR3	MR3 LOAN LIC/PERM	R	L	M	01	60					C	0	10	1	0	1095	1
		R	L	M	02	365											
		R	L	M	03	365											
		R	L	M	04	365											
MR4	MR4 LOAN LIC/PERMIT	R	L	M	01	60					C	0	10	1	2	1095	1
		R	L	M	02	365											
		R	L	M	03	365											
		R	L	M	04	365											
MR5	MR5 FALSE STATEMENTS	R	L	M	01	60					C	1	10	1	0	1095	1
		R	L	M	02	365											
		R	L	M	03	365											
		R	L	M	04	365											
M42	M42 UNSAFE LANE CHANGES	R	L	M	02	60					N	0	10	1	2	1095	1
		R	L	M	03	120											
NDRAC	AC NDR-ACCIDENT	D	L	M	01	9999					N	0	0	0	0	9999	1
NDRAC1	AC1 NDR-ACCID & BI	D	L	M	01	9999					N	0	0	0	0	9999	1
NDRAC2	AC2 NDR-ACCID & PD	D	L	M	01	9999					N	0	0	0	0	9999	1
NDRAC3	AC3 NDR-ACCID WITH VIOL	D	L	M	01	9999					N	0	0	0	0	9999	1
NDRAC4	AC4 NDR-ACCID FAULT UNK	D	L	M	01	9999					N	0	0	0	0	9999	1
NDR A50	A50 NDR VH COMMIT FELONY	D	L	M	01	9999					N	0	0	0	0	9999	1
NDRB05	B05 NDR LEAVE SCENE ACCD	D	L	M	01	9999					N	0	0	0	0	0	1
NDRB06	B06 NDR LEAV SCENE/FATAL	D	L	M	01	9999					N	0	0	0	0	0	1
NDRB14	B14 NDR NO ID/FTL/PI ACC	D	L	M	01	9999					N	0	0	0	0	0	1
NDR A25	A25 NDR DRIVE W/IMPAIR	D	L	M	01	9999					N	0	0	0	0	0	1

COMMONWEALTH OF MASSACHUSETTS
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LIST OF VTABS FOR CV11

O CODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			VTAB ACTN	GROUP SUBJ	ACTION DISC	COUN PER						
NDRB19	B19	NDR OP OOS TRANSP 16	D	L	M	01	9999	N	0	0	0	0 1
NDRB56	B56	NDR OPER CMV W/O CDL	D	L	M	01	9999	N	0	0	0	0 1
NDRDE	DE	NDR-DEFECT EQUIPMENT	D	L	M	01	9999	N	0	0	0	9999 1
NDRDE1	DE1	NDR-DEFECTIVE LIGHTS	D	L	M	01	9999	N	0	0	0	9999 1
NDRDE2	DE2	NDR-DEFECT BRAKES	D	L	M	01	9999	N	0	0	0	9999 1
NDRDE3	DE3	NDR-DEFECT EXHAUST	D	L	M	01	9999	N	0	0	0	9999 1
NDRDE4	DE4	NDR-DEFECT TIRES	D	L	M	01	9999	N	0	0	0	9999 1
NDRDE5	DE5	NDR-DEFECT EQUIP	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI	DI	NDR-DRIV INTOXICATED	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI1	DI1	NDR-DRIV ALCOH/DRUG	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI2	DI2	NDR-DRIV MEDI/SUB	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI3	DI3	NDR-CHEM TEST REFUSE	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI4	DI4	NDR-POSS ALCOH/DRUGS	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI5	DI5	NDR-ADMIN PER SE	D	L	M	01	9999	N	0	0	0	9999 1
NDRDI6	DI6	NDR-IMPAIRED	D	L	M	01	9999	N	0	0	0	9999 1
NDRDS	DS	NDR-DISABILITY	D	L	M	01	9999	N	0	0	0	9999 1
NDRDS3	DS3	NDR-DISABLE CON OPER	D	L	M	01	9999	N	0	0	0	9999 1
NDRD53	D53	NDR FL PAY-FINE/COST	D	L	M	01	9999	N	0	0	0	9999 1
NDRD56	D56	NDR FL RSP CIT/FINE	D	L	M	01	9999	N	0	0	0	0 1
NDRD78	D78	NDR PERJURY MV OPER	D	L	M	01	9999	N	0	0	0	0 1
NDRDS1	DS1	NDR-LIC TEST FAILURE	D	L	M	01	9999	N	0	0	0	0 1
NDRDS2	DS2	NDR-OPER IMPROPERLY	D	L	M	01	9999	N	0	0	0	9999 1

COMMONWEALTH OF MASSACHUSETTS
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LIST OF VTABS FOR CV11

O CODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER						
N DREM	EM	NDR-EQUIPMENT MISUSE	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM1	EM1	NDR-VEHC UNATTENDED	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM2	EM2	NDR-OVERLOADING VEHC	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM3	EM3	NDR-TOWING IMPROPER	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM4	EM4	NDR-UNLAWFUL NOISE	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM5	EM5	NDR-FAIL TO DIM LGHT	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM6	EM6	NDR-USE M/V FOR FEL	D	L	M	01 9999	N	0	0	0	0	9999 1
N DREM7	EM7	NDR-USE W/O CONSENT	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRER	ER	NDR-EQUIPMENT REGS	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRER1	ER1	NDR-OP IMPROP EQUIP	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRER2	ER2	NDR-PROHIBITED EQUIP	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFA	FA	NDR-FATALITY	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFA1	FA1	NDR-VIOL WITH DEATH	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFA2	FA2	NDR-VIOL OWN DEATH	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFA3	FA3	NDR-SUICIDE BY M/V	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFA4	FA4	NDR VEHICULAR HMCIDE	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFE	FE	NDR-FELONY	D	L	M	01 9999	N	0	0	0	0	0 1
N DRFE1	FE1	NDR-M/V FOR A FELON	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFE2	FE2	NDR-M/V IN A FELON	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFE3	FE3	NDR-M/V AID A FELON	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFO	FO	NDR-FOLLOW TO CLOSE	D	L	M	01 9999	N	0	0	0	0	9999 1
N DRFO1	FO1	NDR-FOLLOW TOO CLOSE	D	L	M	01 9999	N	0	0	0	0	9999 1

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0CODE	FED VIOL	DESCRIPTION	ACTN	SUBJ	DISC	COUN	PER	VTAB GROUP	ACTION	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
NDRFO2	FO2	NDR-FOL TOO CLSE TRK	D	L	M	01	9999			N	0	0	0	9999 1
NDRFO3	FO3	NDR-EMER VEH TOO CLS	D	L	M	01	9999			N	0	0	0	9999 1
NDRFR	FR	NDR-FINANCIAL RESPON	D	L	M	01	9999			N	0	0	0	9999 1
NDRFR1	FR1	NDR-UNSATISFY JUDGE	D	L	M	01	9999			N	0	0	0	9999 1
NDRFR2	FR2	NDR-FAIL SEC REQUIRE	D	L	M	01	9999			N	0	0	0	9999 1
NDRFR3	FR3	NDR-FAIL FINAN RESP	D	L	M	01	9999			N	0	0	0	9999 1
NDRFR4	FR4	NDR-FAIL FINAN RESP	D	L	M	01	9999			N	0	0	0	9999 1
NDRFR5	FR5	NDR-UNINSURED	D	L	M	01	9999			N	0	0	0	9999 1
NDRGEN	MS	NDR GENERIC OFFENSE	D	L	M	01	9999			N	0	0	0	9999 1
NDRHR	HR	NDR-HIT AND RUN	D	L	M	01	9999			N	0	0	0	9999 1
NDRHR1	HR1	NDR-FAIL TO STOP ACC	D	L	M	01	9999			N	0	0	0	9999 1
NDRHR2	HR2	NDR-FAIL STOP P/D	D	L	M	01	9999			N	0	0	0	9999 1
NDRHR3	HR3	NDR-LEAV THE SCENE	D	L	M	01	9999			N	0	0	0	9999 1
NDRHR4	HR4	NDR-EVADING ARREST	D	L	M	01	9999			N	0	0	0	9999 1
NDRHR5	HR5	NDR-EVADING ARREST	D	L	M	01	9999			N	0	0	0	9999 1
NDRHV	HV	NDR-HABIT VIOLATOR	D	L	M	01	9999			N	0	0	0	9999 1
NDRIL	IL	NDR-IMPROPER LANE	D	L	M	01	9999			N	0	0	0	9999 1
NDRIL1	IL1	NDR-IMPROPER LANE	D	L	M	01	9999			N	0	0	0	9999 1
NDRIL2	IL2	NDR-FAIL KEEP LANE	D	L	M	01	9999			N	0	0	0	9999 1
NDRIL3	IL3	NDR-RAN OFF ROAD	D	L	M	01	9999			N	0	0	0	9999 1
NDRIL4	IL4	NDR-DRIV ON SHOULDER	D	L	M	01	9999			N	0	0	0	9999 1

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CVL1

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OCODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				SORTED BY VTAB CODE		INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN	PER							
NDRIL5	IL5	NDR-IMPROP ENTRANCE	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRLI	LI	NDR-LITTERING	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRLI1	LI1	NDR-LITTERING	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRLI2	LI2	NDR-LITTERING	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRLI3	LI3	NDR-LITTERING	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR	MR	NDR-MISREPRESENT	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR1	MR1	NDR-MISREPRESENT	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR2	MR2	NDR-COUNTERFEIT LIC	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR3	MR3	NDR-USE ANOTHER LIC	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR4	MR4	NDR-LOANING LIC	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR5	MR5	NDR-DUP DURING SUSP	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMR6	MR6	NDR-MISREP AVOID ARR	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS	MS	NDR-MISC CONDITION	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS1	MS1	NDR-STARTING IMPROP	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS2	MS2	NDR-IMPROP BACKING	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS3	MS3	NDR-VEHC INTO TRAFF	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS4	MS4	NDR-CROSS FIRE HOSE	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS5	MS5	NDR-SEX OFFENSE	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRMS6	MS6	NDR-UNSAFE OPER	D	L	M	01	9999	N	0	0	0	0	0	9999 1
NDRM42	M42	NDR-UNSAFE LANE CHNG	D	L	M	01	9999	N	0	0	0	0	0	0 1
NDRM82	M82	NDR INATTENTIVE DRV	D	L	M	01	9999	N	0	0	0	0	0	0 2
NDRPA	PA	NDR-PASS CONDITION	D	L	M	01	9999	N	0	0	0	0	0	9999 1

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O CODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE						INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE		
			VTAB GROUP ACTION				ACTN	SUBJ							DISC	COUN PER
			ACTN	SUBJ	DISC	COUN PER										
NDRPA1	PA1	NDR-PASSING PROHIB	D	L	M	01	9999	N	0	0	0	9999	1			
NDRPA2	PA2	NDR-PASS WRONG SIDE	D	L	M	01	9999	N	0	0	0	9999	1			
NDRPA3	PA3	NDR-PASS SUFF DIST	D	L	M	01	9999	N	0	0	0	9999	1			
NDRPA4	PA4	NDR-PASS SCHOOL BUS	D	L	M	01	9999	N	0	0	0	9999	1			
NDRPA5	PA5	NDR-FAIL TO SIGNAL	D	L	M	01	9999	N	0	0	0	9999	1			
NDRPA6	PA6	NDR-FAILURE TO YIELD	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRK	RK	NDR-NEGLIGENT DRIV	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRK1	RK1	NDR-RECK DISREGARD	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRK2	RK2	NDR-OPER W/O CARE	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRK3	RK3	NDR-HAZARDOUS SUB	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRK4	RK4	NDR-COASTING	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRR	RR	NDR-REQUIRED REPORTS	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRR1	RR1	NDR-FAIL FIL ACC RPT	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRR2	RR2	NDR-FAIL TO APPEAR	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRR3	RR3	NDR-FAIL TO SURREND	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRR4	RR4	NDR-NO LIC/RE IN POS	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRR5	RR5	NDR-NO REG PLATES	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRT	RT	NDR-REG/TITLE CITA	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRT1	RT1	NDR-OPER W/O REG	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRT2	RT2	NDR-OPER W/ EXP REG	D	L	M	01	9999	N	0	0	0	9999	1			
NDRRT3	RT3	NDR-MISREP IDENTITY	D	L	M	01	9999	N	0	0	0	9999	1			

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

OCODE	FED VIOL	DESCRIPTION	SORTEDBY VTAB CODE				INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN	VIOL TYPE
			VTAB ACTN	GROUP SUBJ	ACTION DISC	COUN PER							
NDRRT4	RT4	NDR-REG/TITLE INVAL	D	L	M	01	9999	N	0	0	0	9999	1
NDRRV	RV	NDR-REPEATED VIOL	D	L	M	01	9999	N	0	0	0	9999	1
NDRRV1	RV1	NDR-VIOL MANDAT ACTN	D	L	M	01	9999	N	0	0	0	9999	1
NDRRV2	RV2	NDR-VIOL MANDAT ACTN	D	L	M	01	9999	N	0	0	0	9999	1
NDRRV3	RV3	NDR-VIOL DISCRE ACTN	D	L	M	01	9999	N	0	0	0	9999	1
NDRRW	RW	NDR-RIGHT OF WAY	D	L	M	01	9999	N	0	0	0	9999	1
NDRRW1	RW1	NDR-YLD TO EMERG VEH	D	L	M	01	9999	N	0	0	0	9999	1
NDRRW2	RW2	NDR-YIELD SIGN	D	L	M	01	9999	N	0	0	0	9999	1
NDRRW3	RW3	NDR-FAILURE TO YIELD	D	L	M	01	9999	N	0	0	0	9999	1
NDRRW4	RW4	NDR-YIELD PEDESTRIAN	D	L	M	01	9999	N	0	0	0	9999	1
NDRRW5	RW5	NDR-YIELD SCHOOL BUS	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC	SC	NDR-SIGNS	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC1	SC1	NDR-INSTRUCT POL OFF	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC2	SC2	NDR-FAIL OBEY INST	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC3	SC3	NDR-PASSING BARRIER	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC4	SC4	NDR-FAIL OBSERV WARN	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC5	SC5	NDR-FL OBS SAFE ZONE	D	L	M	01	9999	N	0	0	0	9999	1
NDRSC6	SC6	NDR-OBS TRAFF DEVICE	D	L	M	01	9999	N	0	0	0	9999	1
NDRSI	SI	NDR-SIGNALING	D	L	M	01	9999	N	0	0	0	9999	1
NDRSI1	SI1	NDR-FAIL TO SIGNAL	D	L	M	01	9999	N	0	0	0	9999	1
NDRSI2	SI2	NDR-WRONG SIGNAL	D	L	M	01	9999	N	0	0	0	9999	1

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

OCODE	FED VIOL	DESCRIPTION	VTAB ACTN	GROUP SUBJ	ACTION DISC	COUN PER	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
NDRSI3	SI3	NDR-FAIL CANC DIRECT	D	L	M	01 9999	N	0	0	0	9999 1
NDRSP	SP	NDR-SPEEDING	D	L	M	01 9999	N	0	0	0	9999 1
NDRSP1	SP1	NDR-CONTEST/RACING	D	L	M	01 9999	N	0	0	0	9999 1
NDRSP2	SP2	NDR-PRIMA FACIA	D	L	M	01 9999	N	0	0	0	9999 1
NDRSP3	SP3	NDR-SPEED POSTED MAX	D	L	M	01 9999	N	0	0	0	9999 1
NDRSP4	SP4	NDR-SPD LESS PST MIN	D	L	M	01 9999	N	0	0	0	9999 1
NDRSP5	SP5	NDR-ERRATIC SPEEDS	D	L	M	01 9999	N	0	0	0	9999 1
NDRTU	TU	NDR-TURN CONDITION	D	L	M	01 9999	N	0	0	0	9999 1
NDRTU1	TU1	NDR-RT TURN FROM LT	D	L	M	01 9999	N	0	0	0	9999 1
NDRTU2	TU2	NDR-LT TURN FROM RT	D	L	M	01 9999	N	0	0	0	9999 1
NDRTU3	TU3	NDR-IMPROPER TURN	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR	VR	NDR-RESTRICTION VIOL	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR1	VR1	NDR-DRIVING REVOKED	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR2	VR2	NDR-DRIV SUSPENDED	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR3	VR3	NDR-DRIVING DENIED	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR4	VR4	NDR-OPER CONDITIONS	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR5	VR5	NDR-OPER W/O LICENSE	D	L	M	01 9999	N	0	0	0	9999 1
NDRVR6	VR6	NDR-ALLOW UNLIC DRIV	D	L	M	01 9999	N	0	0	0	9999 1
NDRWW	WW	NDR-WRONG WAY	D	L	M	01 9999	N	0	0	0	9999 1
NDRWW1	WW1	NDR-WRONG WAY	D	L	M	01 9999	N	0	0	0	9999 1
NDRWW2	WW2	NDR-WRONG SIDE OF RD	D	L	M	01 9999	N	0	0	0	9999 1

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

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O CODE	FED DESCRIPTION VIOL	VTAB GROUP ACTION			SORTED BY VTAB CODE		MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
		ACTN	SUBJ	DISC	COUN	PER					
NDRWW3	WW3 NDR-WRONG DIR ROTARY	D	L	M	01	9999	N	0	0	0	9999 1
NDRW00	W00 NDR NON ACD CODE WTH	D	L	M	01	9999	N	0	0	0	0 2
NDRW09	W09 NDR FAIL Surr HAZMAT	D	L	M	01	9999	N	0	0	0	0 1
NDRW40	W40 NDR LIFETIME DISQUAL	D	L	M	01	9999	N	0	0	0	0 1
NDRW41	W41 NDR LIFETIME DISQUAL	D	L	M	01	9999	N	0	0	0	0 1
NDRW45	W45 NDR PREV DISQ CMV	D	L	M	01	9999	N	0	0	0	0 1
NDRW50	W50 NDR 2 OOS ORDR/10 YR	D	L	M	01	9999	N	0	0	0	0 1
NDRW51	W51 NDR OOS ORDR/16 PASS	D	L	M	01	9999	N	0	0	0	0 1
NDRW52	W52 NDR 3/+ OOS ORDR/10YR	D	L	M	01	9999	N	0	0	0	0 1
NDRW70	W70 NDR IMMINENT HAZARD	D	L	M	01	9999	N	0	0	0	0 2
NDRW72	W72 NDR PEND FINAL DISP	D	L	M	01	9999	N	0	0	0	0 1
NHR	MS RECIPROCITY	R	L	M	01	9999	N	0	0	0	0 0
NPC	RR2 NON-PAY CHILD SUPPOR	S	L	M	01	9999	N	30	0	0	0 0
NPT	RR2 NON PAY STATE TAX	S	B	M	01	9999	N	10	0	0	0 2
OAC	AC1 OUT OF STATE SER INJ	R	L	D	01	9999	C	10	0	0	0 2
ODARE	MIS OOS ADMIN REVOCATION	R	L	M	01	9999	N	60	0	0	9999 1
ODASU	MIS OOS ADMIN SUSPENSION	S	L	M	01	9999	N	60	0	0	9999 1
ODD	MS OUT OF STATE DRUGS	R	L	D	01	9999	C	10	1	0	0 0
ODF	RR2 OUTOFSTATE COURT DF	S	L	M	01	9999	N	60	0	0	0 1
ODI	D11 OUT OF STATE LIQUOR	R	L	D	01	9999	C	10	1	0	0 0
OFA	FA1 OUT OF STATE FATAL	R	L	D	01	9999	C	10	1	0	0 0

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

OCODE	FED DESCRIPTION VIOL	VTAB GROUP ACTION ACTN SUBJ DISC COUN PER	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
PDC	FR1 PROPTY DAMAGE CLM	S L D 01 9999	N	10	0	0	0 0
RDF	RR2 PAYMENT DEFAULT	S B M 01 9999	N	30	0	0	9999 2
RDR	DI4 RESUSP DRUGS	S L D 01 9999	N	0	0	0	0 1
RHO	HV RESUSP HTO	S L D 01 9999	N	0	0	0	0 1
RK	RK OPERATING RECKLESSLY	R L M 01 60 R L M 02 365 R L M 03 365 R L M 04 365	C	10	1	2	1095 1
RK1	RK1 DRIVING TO ENDANGER	R L M 01 60 R L M 02 365 R L M 03 365 R L M 04 365	C	10	1	2	1095 1
RK2	RK2 DRIVING TO ENDANGER	R L M 01 60 R L M 02 365 R L M 03 365 R L M 04 365	C	10	1	2	1095 1
RK4	RK4 DRIVING TO ENDANGER	R L M 01 60 R L M 02 365 R L M 03 365 R L M 04 365	C	10	1	2	1095 1
ROH	FA1 RESUSP OUI HOMICIDE	S L D 01 9999	N	0	0	0	0 1
ROM	FA1 RESUSP OUI MNSLHTR	S L D 01 9999	N	0	0	0	0 1
RR2	RR2 COURT DEFAULT	S L M 01 9999	N	30	0	0	0 2
RUI	DI1 RESUSP OUI	S L D 01 9999	N	0	0	0	0 1
RVH	FA1 RESUSP MV HOMICIDE	S L D 01 9999	N	0	0	0	0 1
RV1	RV1 7 SURCHARGE EVENTS	S L H 01 60	N	10	0	0	1095 0

COMMONWEALTH OF MASSACHUSETTS
 REGISTRY OF MOTOR VEHICLES
 LIST OF VTABS FOR CV11

O CODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			VTAB GROUP ACTION	VTAB SUBJ	DISC	COUN PER						
RW5		YIELD SCHOOL BUS	R	L	M	01	0	0	10	1	2	0 1
			R	L	M	02	30					
			R	L	M	03	365					
SP		SPEEDING	R	L	M	01	0	0	10	1	2	365 1
						02	0					
						03	30					
SP1		OPER ON BET OR WAGER	R	L	M	01	60	0	10	1	2	1095 1
			R	L	M	02	365					
			R	L	M	03	365					
			R	L	M	04	365					
SP2		SPEEDING	R	L	M	03	30	0	10	1	2	365 1
SP3		SPEEDING	R	L	M	03	30	0	10	1	2	365 1
SSE		7 SURCHARGE EVENTS	S	L	M	01	60	0	30	0	0	0 0
SSU		7 SURCHARGE EVENTS	S	L	H	01	60	0	10	0	0	0 0
TSP		3 SPEEDING CITATIONS	R	L	M	03	30	0	10	1	0	365 0
VR1		OPR AFTER REVOCATION	R	L	M	01	60	1	10	1	2	0 1
VR2		OPR AFTER SUSPENSION	S	L	M	01	60	1	10	1	2	0 1
WRT		WARRANT	S	L	M	01	9999	0	90	0	0	0 2
W40		LIFETIME DISQUALFCTN	R	L	M	01	9000	0	10	0	0	0 1
W41		LFTIME NO REINSTMT	R	L	M	01	9000	0	10	0	0	0 1
W50		2 OOS ODRS 10 YRS	R	L	M	01	365	0	10	0	0	0 1
W51		2 OOS ODRS 16P/HZMT	R	L	M	01	1095	0	10	0	0	0 2
W52		3 MORE OOS ODR 10YRS	R	L	M	01	1095	0	10	0	0	0 1
W60		2 RAILROAD VIOLS	R	L	M	02	120	0	10	0	0	365 1
W61		3 RAILROAD VIOLS	R	L	M	03	365	0	10	0	0	365 1

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

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OCODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE				INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			VTAB ACTN	GROUP SUBJ	ACTION DISC	PER COUN						
W70	W70	IMMINENT HAZARD	S	B	D	01	9999	N	0	10	0	0 2
			S	L	M	01	180	N	0	0	0	0 1
			S	L	M	02	180					
			S	L	M	03	180					
			S	L	M	04	180					
YAP	MIS	YOUTH ALCOHOL PGM	S	L	M	01	180	N	0	10	0	0 1
			S	L	M	02	180					
			S	L	M	03	180					
			S	L	M	04	180					
			S	L	M	01	180	N	0	10	0	0 1
13834A	MS	MINOR PURCH/ATT LIQ	S	L	M	01	180	N	0	10	0	0 1
13834B	MR2	ALTER/TRANS LIC/ID	S	L	M	01	365	C	0	10	0	0 1
			S	L	M	02	365					
			S	L	M	03	365					
			S	L	M	04	365					
			S	L	M	01	90	N	0	10	2	0 1
13834C	DI4	LIQ TRANS BY MINOR	S	L	M	01	90	N	0	10	2	0 1
13834C NS	DI4	LIQ POSS BY MINOR	S	L	M	01	90	N	0	10	0	0 2
13834P	MS	MINOR ATT PURCH LIQ	S	L	M	01	90	N	0	10	0	0 1
26513	FA1	MANSLAUGHTER BY MV	R	L	M	01	3650	C	1	10	0	0 1
			R	L	M	02	9000					
2651312	FA1	MANSLAUGHTER WHL OUI	R	L	M	01	5475	C	1	10	5	0 1
			R	L	M	02	9000					
266126A	MS	DEFACING PROPERTY	S	L	M	01	365	C	0	10	0	0 2
			S	L	M	02	365					
			S	L	M	03	365					
			S	L	M	04	365					
266126B	MS	TAGGING/DEFACING	S	L	M	01	365	C	0	10	0	0 2
			S	L	M	02	365					
			S	L	M	03	365					
			S	L	M	04	365					
266139	MS	ALTER VIN	R	L	M	01	60	C	1	10	0	9999 2
26628	FE2	THEFT/CONCEALMENT MV	R	L	M	02	365					
			R	L	M	01	365	C	0	10	0	0 1
			R	L	M	02	1825					
			R	L	M	03	1825					
			R	L	M	04	1825					

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

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O CODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER						
26628D	FE2	MV MALICIOUS DAMAGE	R	L	M	01	365	C	0	10	0	0 1
			R	L	M	02	1825					
			R	L	M	03	1825					
			R	L	M	04	1825					
350401 SP	SP3	MDC WAY SPEEDING	R	L	M	03	30	N	0	10	2	365 1
90 10 JO	VR4	JOL TIME RESTRICTION	S	L	M	01	60	C	0	10	2	0 1
			S	L	M	02	180					
			S	L	M	03	365					
90 12A	MS	EMPLOY UNLICENSE OPR	S	L	M	01	30	N	0	10	2	0 2
			S	L	M	02	90					
			S	L	M	03	365					
90 12C	VR6	ALLOW UNLIC/SUSP OPR	S	L	M	01	30	C	0	10	2	0 2
			S	L	M	02	90					
			S	L	M	03	365					
90 12E	MS	ALLOW OP W/O IGN LCK	S	L	M	01	30	C	0	10	2	0 2
			S	L	M	02	90					
			S	L	M	03	365					
90 14 SB	MS	FAIL STOP SCHOOL BUS				00	0	N	0	0	2	0 1
			R	L	M	02	180					
			R	L	M	03	365					
			R	L	M	04	365					
90 17	SP3	SPEEDING	R	L	M	03	30	N	0	10	2	365 1
90 17B	RK	SPEED DRAG RACING	S	L	M	01	30	N	0	10	2	0 1
			S	L	M	02	60					
			S	L	M	03	60					
			S	L	M	04	60					
90 17B AD	RK	ADULT DRAG RACING	S	L	M	01	30	C	0	10	2	0 1
			S	L	M	02	180					
			S	L	M	03	180					
			S	L	M	04	180					
90 18	SP3	SPEEDING	R	L	M	03	30	N	0	10	2	365 1

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

OCODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE										INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE	
			VTAB GROUP ACTION				VTAB CODE	INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX							TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER													
90 2 B	MS	HP PLT/PLCARD MISUSE	S	L	M	01 30	N	0	10	0	0	0 2							
			S	L	M	02 90													
			S	L	M	03 365													
			S	L	M	04 365													
90 23 CV	VR1	OP W/SUS OR REV LIC	R	L	M	01 60	N	1	10	1	2	0 1							
			R	L	M	02 60													
			R	L	M	03 60													
			R	L	M	04 60													
90 23 RE	VR1	LICENSE REVOKED	R	L	M	01 60	C	1	10	1	5	0 1							
90 23 SU	VR2	LICENSE SUSPENDED	S	L	M	01 60	C	1	10	1	5	0 1							
90 23J	VR1	OPER W/SUSP LIC/OUI	R	L	M	01 365	C	1	10	1	5	0 1							
90 24 BW	SP1	OPER ON BET/WAGER	R	L	M	01 60	C	0	10	1	2	1095 1							
			R	L	M	02 365													
			R	L	M	03 365													
			R	L	M	04 365													
90 24 DD	DI1	DWI DRUGS	R	L	M	01 365	C	1	10	1	5	3650 1							
			R	L	M	02 730													
			R	L	M	03 2920													
			R	L	M	04 3650													
90 24 DE	RK1	DRIVING TO ENDANGER	R	L	M	01 60	C	1	10	1	5	1095 1							
			R	L	M	02 365													
			R	L	M	03 365													
			R	L	M	04 365													
90 24 DI	DI1	DWI LIQUOR	R	L	M	01 365	C	1	10	1	5	3650 1							
			R	L	M	02 730													
			R	L	M	03 2920													
			R	L	M	04 3650													
90 24 FA	HR3	LEAVE SCENE FATAL	R	L	M	01 1095	C	1	10	1	5	0 1							
			R	L	M	02 3650													
			R	L	M	03 3650													
			R	L	M	04 3650													

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COMMONWEALTH OF MASSACHUSETTS
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LIST OF VTABS FOR CV11

OCODE	FED DESCRIPTION VIOL	SORTED BY VTAB CODE				MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
		VTAB ACTN	GROUP SUBJ	ACTION DISC	COUN PER					
90 24 FS	MR1 FALSE STATEMENTS	R	L	M	01	60	1	10	0	1095 1
		R	L	M	02	365				
		R	L	M	03	365				
		R	L	M	04	365				
90 24 LP	MR4 LOAN LIC/PERMIT	R	L	M	01	60	0	10	0	1095 1
		R	L	M	02	365				
		R	L	M	03	365				
		R	L	M	04	365				
90 24 OR	RK OPERATING RECKLESSLY	R	L	M	01	60	0	10	2	1095 1
		R	L	M	02	365				
		R	L	M	03	365				
		R	L	M	04	365				
90 24 PD	HR2 LEAVE SCENE PROP DAM	R	L	M	01	60	1	10	5	1095 1
		R	L	M	02	365				
		R	L	M	03	365				
		R	L	M	04	365				
90 24 PI	HR1 LEAVE SCENE PERS INJ	R	L	M	01	365	1	10	5	0 1
		R	L	M	02	730				
		R	L	M	03	730				
		R	L	M	04	730				
90 24 WA	EM7 USING W/O AUTHORITY	R	L	M	01	365	0	10	2	0 1
		R	L	M	02	1095				
		R	L	M	03	1095				
		R	L	M	04	1095				
90 24B	MR2 FALSE LIC/REG, ETC.	S	L	M	01	365	0	10	0	0 2
		S	L	M	02	365				
		S	L	M	03	365				
		S	L	M	04	365				
90 24D	DI1 DWI ALCOHOL PROGRAM	S	L	M	01	90	1	10	5	3650 1
		R	L	M	02	730				
		R	L	M	03	2920				
		R	L	M	04	3650				

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

O CODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE										POINTS MAX	TIME VIOL SPAN TYPE
			VTAB GROUP ACTION				INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT				
			ACTN	SUBJ	DISC	COUN PER								
90 24DP	DI1	DWI DRUG PROGRAM	S	L	M	01 90	C	1	10	1	5	0 1		
			R	L	M	02 730								
			R	L	M	03 2920								
			R	L	M	04 3650								
90 24G	FA1	VEHICULAR HOMICIDE	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GA	FA1	MV HOMICIDE/NEGL OP	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GB	FA1	MV HOMICIDE/RKLS OP	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GC	FA1	MV HOMICIDE/OUI DRUG	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GD	FA1	MV HMCIDE/DRUG&NEGL	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GE	FA1	MV HMCIDE/DRUGS&RKLS	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GF	FA1	MV HOMICIDE/OUI LIQ	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GG	FA1	MV HOMICIDE/LIQ&NEGL	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24GH	FA1	MV HOMICIDE/LIQ&RKLS	R	L	M	01 5475	C	1	10	1	5	0 1		
			R	L	M	02 9000								
90 24L	AC1	DWI SERIOUS INJURY	R	L	M	01 730	C	1	10	1	5	0 1		
			R	L	M	02 730								
			R	L	M	03 2920								
			R	L	M	04 3650								
90 24P 2	MS	MINOR C90 S24 VIOL	S	L	M	01 180	N	0	10	0	0	0 2		
			S	L	M	02 365								
			S	L	M	03 365								
			S	L	M	04 365								

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COMMONWEALTH OF MASSACHUSETTS
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LIST OF VTABS FOR CV11

OCODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER					
90 24P 2	MS	MINOR C90 S24 VIOL	S	L	M	01	180	0	10	0	0 2
			S	L	M	02	365				
			S	L	M	03	365				
			S	L	M	04	365				
90 24S	MS	OPER W/O IGN INTLOCK	R	L	D	01	9999	1	10	5	0 1
90 24T	MS	TMPR WTH IGN INTLOCK	R	L	D	01	9999	1	10	5	0 2
90 24VA	MS	OUI W/CHILD ENDANGER	S	L	M	01	365	1	10	5	0 1
			S	L	M	02	1095				
			S	L	M	03	1095				
			S	L	M	03	1095				
90 34J	FR	NO LIABILITY POLICY	S	L	M	01	60	0	10	2	2110 2
			S	L	M	02	365				
90 34J CV	FR	NO LIABILITY POLICY	S	L	M	01	60	0	10	2	2190 2
			S	L	M	02	365				
			S	L	M	03	365				
			S	L	M	04	365				
90 8 JO	VR4	JOL PASS RESTRICTION	S	L	M	01	60	0	10	2	0 1
			S	L	M	02	180				
			S	L	M	03	365				
90 8 TR	VR4	JOL LIC TIME RESTRIC	S	L	M	01	60	0	10	2	0 1
			S	L	M	02	180				
			S	L	M	03	365				
90 8B TR	VR4	JOL PERM TIME REST	S	L	M	01	60	0	10	2	0 1
			S	L	M	02	180				
			S	L	M	03	365				
90 8B UA	VR4	JOL PERMIT NO LIC DR	S	L	M	01	60	0	10	2	0 1
			S	L	M	02	180				
			S	L	M	03	365				
90 9D	ER1	NO TRANSPARENT WINDO	S	L	M	03	90	0	10	0	0 2

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

OCODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE				INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			VTAB ACTN	GROUP SUBJ	ACTION DISC	COUN PER						
90B8	DI1	OUI BOATING	R	L	M	01	365	1	10	1	0	3650 1
			R	L	M	02	730					
			R	L	M	03	2920					
			R	L	M	04	3650					
90B8	LS	HR3 LV SCENE/BOAT ACC	R	L	M	01	365	0	10	0	0	0 2
			R	L	M	02	730					
			R	L	M	03	730					
			R	L	M	04	730					
90B8	NG	RK NEGL OPERATION/BOAT	R	L	M	01	60	0	10	0	0	1095 2
			R	L	M	02	365					
			R	L	M	03	365					
			R	L	M	04	365					
90B8	PD	HR2 LV SCENE/PD/BOAT ACC	R	L	M	01	60	0	10	0	0	1095 2
			R	L	M	02	365					
			R	L	M	03	365					
			R	L	M	04	365					
90B8	PI	HR1 LV SCENE/PI/BOAT ACC	R	L	M	01	365	0	10	0	0	0 2
			R	L	M	02	730					
			R	L	M	03	730					
			R	L	M	04	730					
90B8	UN	RK UNSAFE OPER-BOAT	R	L	M	01	60	0	10	0	0	1095 2
			R	L	M	02	365					
			R	L	M	03	365					
			R	L	M	04	365					
90B8	WA	EM7 USE BT W/O AUTHORITY	R	L	M	01	365	0	10	0	0	0 2
			R	L	M	02	1095					
			R	L	M	03	1095					
			R	L	M	04	1095					
90B8A	DI1	OUI BOAT SER INJURY	R	L	M	01	730	1	10	1	0	3650 1
			R	L	M	02	730					
			R	L	M	03	2920					
			R	L	M	04	3650					
90B8B	FN	FA1 BOAT FATAL NEG OPER	R	L	M	01	3650	1	10	1	0	0 1
			R	L	M	02	9999					

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COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

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OCODE	FED VIOL	DESCRIPTION	VTAB GROUP ACTION				INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			ACTN	SUBJ	DISC	COUN PER						
90B8B FO	FA1	BOAT FATAL OUI	R	L	M	01 3650	C	1	10	1	0	0 1
			R	L	M	02 9999						
90B8B 1	FA1	BOAT FATAL OUI & NEG	R	L	M	01 3650	C	1	10	1	0	0 1
			R	L	M	02 9999						
90F9E.51	C99	OUT OF SERVICE ORDER	R	L	M	01 90	N	0	10	0	0	3650 2
			R	L	M	02 365						
			R	L	M	03 1095						
			R	L	M	04 1095						
90F9E.52	C99	OUT OF SERVICE ORDER	R	L	M	01 180	N	0	10	0	0	3650 2
			R	L	M	02 1095						
			R	L	M	03 1095						
			R	L	M	04 1095						
94C21	DI4	PRESCRIPTIONS VIOL	S	L	M	01 365	C	1	10	0	0	0 1
			S	L	M	02 365						
			S	L	M	03 365						
			S	L	M	04 365						
94C22	DI4	PRESCRIPTIONS VIOL	S	L	M	01 365	C	1	10	0	0	0 1
			S	L	M	02 365						
			S	L	M	03 365						
			S	L	M	04 365						
94C24 A	DI4	PRATITIONERS VIOL	S	L	M	01 365	C	1	10	0	0	0 1
			S	L	M	02 365						
			S	L	M	03 365						
			S	L	M	04 365						
94C25	DI4	PRACTITIONERS VIOL	S	L	M	01 365	C	1	10	0	0	0 1
			S	L	M	02 365						
			S	L	M	03 365						
			S	L	M	04 365						
94C26	DI4	PRACTITIONERS VIOL	S	L	M	01 365	C	1	10	0	0	0 1
			S	L	M	02 365						
			S	L	M	03 365						
			S	L	M	04 365						

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

O CODE	FED VIOL	DESCRIPTION	SORTED BY VTAB CODE				INDC CRIM	MAJOR/MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
			VTAB ACTN	GROUP SUBJ	ACTION DISC	PER						
94C27	MS	POSS HYPO SYRINGE	S	L	M	01	365	1	10	0	0	0 1
			S	L	M	02	365					
			S	L	M	03	365					
			S	L	M	04	365					
94C32 AB	DI4	2ND POSS CLSB/INTENT	S	L	M	01	1460	1	10	0	0	0 1
94C32A	MS	POSSESS CLS A/INTENT	S	L	M	01	1095	1	10	0	0	0 1
94C32AA	MS	POSSESS CLS B/INTENT	S	L	M	01	1095	1	10	0	0	0 1
94C32AB	MS	2ND POSS CLSB/INTENT	S	L	M	01	1460	1	10	0	0	0 1
94C32AC	MS	POSSESS COCAIN/INTNT	S	L	M	01	1095	1	10	0	0	0 1
94C32AD	MS	2ND POSS COKE/INTENT	S	L	M	01	1460	1	10	0	0	0 1
94C32B	MS	2ND POSS CLSA/INTENT	S	L	M	01	1460	1	10	0	0	0 1
94C32BA	MS	POSSESS CLS C/INTENT	S	L	M	01	1095	1	10	0	0	0 1
94C32BB	MS	2ND POSS CLSC/INTENT	S	L	M	01	1460	1	10	0	0	0 1
94C32C	MS	POSSESS CLS D/INTENT	S	L	M	01	730	1	10	0	0	0 1
94C32CB	MS	2ND POSS CLSD/INTENT	S	L	M	01	1095	1	10	0	0	0 1
94C32D	MS	POSSESS CLS E/INTENT	S	L	M	01	730	1	10	0	0	0 1
94C32DB	MS	2ND POSS CLSE/INTENT	S	L	M	01	1095	1	10	0	0	0 1
94C32E CA	MS	TRAFF/MANU/DIST CLSA	S	L	M	01	1825	1	10	0	0	0 1
94C32E CB	MS	TRAFF/MANU/DIST CLSB	S	L	M	01	1825	1	10	0	0	0 1
94C32E CD	MS	TRAFF/MANU/DIST CLSD	S	L	M	01	1825	1	10	0	0	0 1
94C32F	MS	MANU/DIST/ETC. MINOR	S	L	M	01	1825	1	10	0	0	0 1
94C32G	MS	SELL COUNTFEIT SUBST	S	L	M	01	365	1	10	0	0	0 1
94C32IA	MS	SELL DRUG PARAHENLIA	S	L	M	01	365	1	10	0	0	0 1

COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
LIST OF VTABS FOR CV11

O CODE	FED DESCRIPTION VIOL	SORTED BY VTAB CODE					INDC CRIM	MAJOR/ MINOR	QNTY GRACE	HTO WEIGHT	POINTS MAX	TIME VIOL SPAN TYPE
		VTAB GROUP ACTION										
		ACTN	SUBJ	DISC	COUN	PER						
94C32IB	MS SELL PARAPHEN MINORS	S	L	M	01	730	C	1	10	0	0	0 1
94C32J	MS 1000 FEET SCHOOL	S	L	M	01	1825	C	1	10	0	0	0 1
		S	L	M	02	1825						
		S	L	M	03	1825						
		S	L	M	04	1825						
94C32K	DI4 IND MIN TO SEL CT SB	S	L	M	01	1825	C	1	10	0	0	0 1
		S	L	M	02	1825						
		S	L	M	03	1825						
		S	L	M	04	1825						
94C33	MS FALSE PRESCRIPTION	S	L	M	01	730	C	1	10	0	0	0 1
		S	L	M	02	730						
		S	L	M	03	730						
		S	L	M	04	730						
94C33 A	MS USING FALSE REG NO	S	L	M	01	730	C	1	10	0	0	0 1
		S	L	M	02	730						
		S	L	M	03	730						
		S	L	M	04	730						
94C33 B	MS UT FALSE PRES	S	L	M	01	730	C	1	10	0	0	0 1
		S	L	M	02	730						
		S	L	M	03	730						
		S	L	M	04	730						
94C34 CA	MS ILLEGAL POSS CLASS A	S	L	M	01	365	C	1	10	0	0	0 1
94C34 CB	MS ILLEGAL POSS CLASS B	S	L	M	01	365	C	1	10	0	0	0 1
94C34 CC	MS ILLEGAL POSS CLASS C	S	L	M	01	365	C	1	10	0	0	0 1
94C34 CD	MS ILLEGAL POSS CLASS D	S	L	M	01	365	C	1	10	0	0	0 1
94C34 CE	MS ILLEGAL POSS CLASS E	S	L	M	01	365	C	1	10	0	0	0 1
94C35	MS PRESENT WITH HEROIN	S	L	M	01	365	C	1	10	0	0	0 1
94C37	MS LARCENY CONTROLD SUB	S	L	M	01	730	C	1	10	0	0	0 1
94C38 HS	MS POSSESS HYPO SYRINGE	S	L	M	01	365	C	1	10	0	0	0 1

FY 11

MA HSD

PROJECT FILE REVIEW CHECKLIST

Grantee: <u>State Police (MA)</u>	Reviewer: <u>Charlene Oakley</u>
Project Number: <u>ISA EPSEFY11 ALPR POL11A</u>	Review Date: <u>6/21/2011</u>
Project Title: <u>ALPR</u>	Personnel Interviewed: <u>Caroline Susan</u>
Federal Fiscal Year: <u>2011</u>	Funding Source (e.g. 405, 410): <u>154 AL</u>
Federal Funds <u>Awarded</u> : <u>18,952</u>	Federal Funds <u>Expended</u> : <u>18,952. -</u>
Project Description: <u>To purchase an ALPR for MA State Police</u>	Project Objectives: <u>To increase apprehension rate of violators.</u>

MAJOR DOCUMENTS Are the following documents in project file?

Project Agreement	Yes / No If "no", explain
Certification Statements	Yes / No If "no", explain
Project Period	<input checked="" type="checkbox"/> Entire FFY (Oct 1-Sept 30) OR From <u>2/11</u> to <u>9/11</u>
Project Modifications	Yes / No
Progress Reports	Project Scope _____ Budget _____ Yes, all _____ Yes, some _____ No (explain) _____
Monthly _____ Qtrly _____ Other _____	<u>NA</u>
Final Report	Yes / No If "no", explain
Notes/Comments: <u>This was equipment grant</u>	

Budget Breakdown/Cost Categories (OPTIONAL)	
Personal Services	\$
Travel	\$
Equipment	\$ <u>18,952. -</u>
Admin. Costs	\$
Other	\$
Other	\$
Other	\$
TOTAL	\$ <u>18,952</u>

PROJECT MANAGEMENT

Is there sufficient problem identification to justify this project?	Yes / No If "no", explain
Is the contract/project agreement consistent with the current HSP?	Yes / No
Are project goals, objectives and performance indicators measurable and reasonable?	Yes / No If "no", explain
Is there progress toward goals, objectives and performance indicators?	Yes / No If "no", explain

If not, does file explain why, or does SHSO cite this as an issue?	Yes / No If "no", explain
Was the project implemented as scheduled?	Yes / No If "no", explain
If not, what adjustments were made to ensure project objectives were achieved?	Yes / No / Unknown / NA
Is there any evidence of highway safety training provided to project personnel?	Yes / No / Unknown / NA
Type of training, if known:	Yes / No / N/A
Do project activities fall within the scope of the specific funding source? (S. 405, S.410)	Yes / No / N/A 154 AL
Are the progress/final reports thorough and complete?	Yes / No / N/A N/A
Notes/Comments:	

PROJECT MONITORING

Is there evidence of project monitoring in file? If so, was monitoring: On-site _____ Telephone _____ Desk Review _____ Email <u>✓</u>	Yes / No If "no", explain
Check Those that Apply: Financial/Invoice Review <u>✓</u> Project Activity Review _____	Yes / No If "no", explain
Does the monitoring of this project comply with the SHSO monitoring policy/procedures?	Yes / No If "no", explain
Did monitoring verify supporting/source documentation including: Personnel Costs Purchases Travel Equipment/property	Yes / No / NA Yes / No / NA Yes / No / NA Yes / No / NA
Were the monitoring efforts and reporting both thorough and complete?	Yes / No If "no", explain
Was there documentation to show that monitoring findings and other issues were communicated to the grantee and to SHSO management?	Yes / No / NA If "no", explain <u>email</u>
Were recommendations to address these issues outlined with the grantee and SHSO management?	Yes / No / NA If "no", explain
Were they resolved successfully?	Yes / No / NA If "no", explain
Notes/Comments:	

FINANCIAL MANAGEMENT (Answer all applicable questions)

Is the budget adequate and reasonable for the project's stated problems and proposed solutions?	Yes / No If "no", explain
Are claimed costs contained in the approved project budget?	Yes / No If "no", explain
Are claimed costs incurred during project period?	Yes / No If "no", explain
Do claims conform to cost principles identified in the Highway Safety Grant Funding Policy for Field-Administered Grants?	Yes / No If "no", explain
Do claims comply with any grant-specific restrictions and allowable use of funds (e.g. §405, 410)?	Yes / No If "no", explain
Does the project file provide source documentation to support each voucher/subgrantee claim for reimbursement?	Yes / No If "no", explain
Are claims reviewed and approved by authorized SHSO official(s)?	Yes / No If "no", explain
Are vouchers submitted and reimbursed in a timely manner?	Yes / No If "no", explain
Is program income documented and handled properly?	Yes / No NA If "no", explain
If program income is being used as cost sharing or matching, has regional approval been issued?	Yes / No NA If "no", explain
If project-specific match is required, is it adequate and documented?	Yes / No / NA If "no", explain
Did the grantee receive reimbursement for indirect costs?	Yes / No
If yes, does the State have documentation of:	
The subgrantee's approved indirect cost rate by the Federal Cognizant agency, OR	Yes / No
The subgrantee's indirect cost rate based upon an indirect cost allocation plan that has been negotiated and monitored by the State?	Yes / No
If the subgrantee is a State agency, does the HSO have a 10% interagency service rate/indirect cost of direct salary and wages (unless that agency has an actual Federally approved rate of less than 10%)?	Yes / No / NA
Did grantee seek reimbursement at a rate greater than the approved or negotiated rate?	Yes / No If "yes", explain
Notes/Comments:	

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PROJECT EQUIPMENT

NA

Was equipment in the approved project budget?	Yes / No
Did equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more receive prior written approval from the Approving Official?	Yes / No / NA If "no", explain
Did the State, subgrantee or contractor manage and dispose of equipment in accordance with State laws and procedures?	Yes / No
Did the State submit to NHTSA a written request seeking approval for disposition of equipment purchased over \$5,000 with grant funds?	Yes / No / NA
Is purchased equipment used for its intended highway safety purpose?	Yes / No If "no", explain
Notes/Comments:	

TRAVEL

NA

Was travel part of the approved project?	Yes / No / NA If "no", explain
Does the file contain supporting documentation for claimed travel costs?	Yes / No If "no", explain
Notes/Comments:	

EVALUATION

Is there evidence of project evaluation?

Yes / No / NA

If so, what type:

Administrative

Impact

Other

Notes/Comments:

SUMMARY AND RECOMMENDATIONS

Follow-up Questions for State Project Manager:

Findings or Issues for Management Considerations:

Information Needed to Support Preliminary Concerns/Issues:

General Comments (such as project strengths):

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Interdepartmental Service Agreement (ISA) Signature Form

To be completed by Division Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

Grant Manager Initials

Division Director Signature

Date

To be completed by Fiscal Staff: Document No: ISA EPSFY11ALPR POLILA BGRG/BGCN
MMARS Info:

Unit:

Appropriation:

Program Code:

Amount:

3920

8000 4804

FY11ALPR

\$18,952

epsact
UAID

3/15/11
Date

To be completed by Executive Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

Ellen G. Frank
Executive Director Signature

3-11-11
Date

To be completed a Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID)

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Authorized Signatory

Title

Date

MMARS Transaction Submitted by:

UAID

Date

Vendor Name:

MSP/15412011 AC-11-17/ \$18,952



COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <input checked="" type="checkbox"/> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: POL	
BUSINESS MAILING ADDRESS: EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY-OFFICE OF GRANTS & RESEARCH-HIGHWAY SAFETY DIVISION 10 PARK PLAZA, SUITE 3720, BOSTON, MA 02116		BUSINESS MAILING ADDRESS: MASSACHUSETTS DEPARTMENT OF STATE POLICE 470 WORCESTER ROAD, FRAMINGHAM, MA 01702	
ISA MANAGERS: PAUL GARRITY		ISA MANAGERS: LIEUTENANT STEPHEN WALSH/DEBORAH BRODERICK	
PHONE: 617-725-3301	FAX: 617-725-0260	PHONE: 508-820-2346	FAX: 508-820-2165
E-MAIL ADDRESS: PAUL.GARRITY@STATE.MA.US		E-MAIL ADDRESS: DEBORAH.BRODERICK@STATE.MA.US	

Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)

☒ New ISA. Current Maximum Obligation for total duration of ISA \$ 18,952.00 (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)

☐ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)

☐ Amend Budget/Accounts. Change Maximum Obligation from: \$___ to New Maximum Obligation \$___ (Attachment B)

☐ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)

☐ Amend Dates of Performance. New Dates of Service: Start Date:___ End Date:___ (Subject to execution dates below.)

☐ Amend Scope of Services/Performance

BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:

The Massachusetts State Police will purchase an Automated License Plate Reader to aid in traffic enforcement activities. Purchase and delivery will take place before June 30, 2011.

WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ☐ No ☒ Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.

ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.

☒ BGCN -- non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.

☐ BGCS -- subsidiarized (budgetary)

☐ Other (CT, RPO as authorized by CTR): _____

☐ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.

☐ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)

X ADD	DELETE	NO CHANGE	Account	Fund	Major Program Code	Program Code
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Account: 8000-4804	Fund: 0100	Major Program Code: HSPGTS	Program Code: FY11ALPR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Account:	Fund:	Major Program Code:	Program Code:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Account:	Fund:	Major Program Code:	Program Code:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Account:	Fund:	Major Program Code:	Program Code:

ISA ANTICIPATED START DATE: 2/14/11, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.

TERMINATION DATE OF THIS ISA: This ISA shall terminate on 6/30/11 unless terminated or properly amended in writing by the parties prior to this date.

BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.

BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: DATE: <u>3-11-11</u> (Date must be handwritten by signatory at time of signature)	SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE: DATE: <u>2/23/11</u> (Date must be handwritten by signatory at time of signature)
PRINT NAME: ELLEN FRANK	PRINT NAME: JOHN F. FLYNN
PRINT TITLE: EXECUTIVE DIRECTOR, OFFICE OF GRANTS & RESEARCH	PRINT TITLE: CHIEF ADMINISTRATIVE OFFICER, MASSACHUSETTS DEPARTMENT OF STATE POLICE

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or

restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the effect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

Through the purchase funded by this ISA, the Massachusetts Department of State Police (MSP) will assist the Executive Office of Public Safety and Security, Office of Grants & Research, Highway Safety Division (EOPSS/HSD) to reach the FFY 2011 highway safety goals for Massachusetts listed below:

- To reduce by 5.4 percent the number of alcohol-impaired fatalities (with BAC of 0.08 or greater) from a five-year average (2004 to 2008) of 148 to 140 in 2011.
- To increase by three percentage points the statewide observed safety belt use of front seat outboard occupants in passenger vehicles, from 74 percent in 2010 to 77 percent in 2011.
- To decrease the number of young drivers (age 20 or younger) involved in fatal crashes from a five-year average (2005 to 2009) of 68.6 by 5 percent to 65.2 in 2011.
- To reduce by 10 percent the number of older drivers (age 65 or older) involved in fatal crashes, from a five year average (2005-2009) of 62 to 56 in 2011.
- To reduce by 10 percent the number of motorcycle fatalities, from a five-year average of 51 (2005 to 2009) to 46 in 2011.
- To reduce Massachusetts motor vehicle-related fatalities by 10 percent from a five-year average (2005 to 2009) of 402 to 362 by December 31, 2011
- To reduce serious traffic injuries by 10 percent from a five-year average (2005 to 2009) of 4,198 to 3,978 by December 31, 2011

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

Contract Requirements are as listed in the Application for Grant Funding and the following:

- Inventory of all equipment purchased under this grant must be maintained throughout the useful life as part of an official control system following state and federal regulations.
- To obtain reimbursements for equipment and/or materials, paid invoice(s), and a copy of any packing slip(s) must accompany the signed Expenditure Report. Purchase orders will not be accepted as supporting documentation for reimbursement. No equipment ordered or purchased prior to the effective date of the signed contract by EOPSS and the department will be reimbursed.
- Signatory on reports must certify that report and expenses for which payment is requested are true, correct and complete in accordance with the federal and state regulations and that all equipment and/or materials were received in good working order.
- Departments that procure ALPR systems under this grant program agree to electronically submit captured license plate data to the state repository maintained by the Criminal Justice Information Services (CJIS) Division at the Commonwealth's Public Safety Data Center. Captured license plate data will be made available to local, state and national law enforcement as needed to support official law enforcement operations. Guidelines for submission and retrieval of license plate data will be made available to all participating departments at the time of installation and connection of the ALPR systems.
- No department may make purchases until an ISA has been signed by the department and EOPSS-HSD and notification has been issued. **No costs incurred before a department receives written notification will be reimbursed.** There can be no exceptions.
- Once departments receive written EOPSS/HSD Authorization to Proceed, all approved equipment and materials must be received no later than June 30, 2011.
- Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources.
- No changes may be made in the approved budget without a written request from the contractor and written approval from the EOPSS-HSD.
- All public communications and/or news releases by the contractor concerning grant activity shall indicate that the grant is funded by the EOPSS and must be approved by EOPSS prior to release. Prior approval is not needed if using the sample press release provided by EOPSS-HSD. A copy of the release and any press must be sent or emailed to EOPSS-HSD.
- Contractor must submit reimbursements based on monthly expenditure reports, activity reports, and in-kind match to the EOPSS/HSD Program Coordinator by the 15th business day of each month for the prior month's activity.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

- Failure to meet submission of reports in a timely manner and/or lack of activity may result in non-reimbursement, suspension or termination of contract.
- The use of ALPR systems shall be for official law enforcement operations only.
- Departments will participate in press events, trainings, meetings, as necessary.
- No funds will be provided for indirect costs associated with the grants.
- Contactor will issue final report. The HSD will provide technical assistance with this task. The final report of results and the findings derived from them must be submitted to the HSD Program Coordinator no later than July 30, 2011.
- Departments must enforce a written safety belt policy.
- In order to enhance accessibility to programming for those with special needs, the following ADA guidelines must be followed:
 - **Event Advertising:** To obtain auxiliary aids, services, or accessibility information for this event, contact ADA Coordinator, *your full contact information*.
 - **Web Pages:** All web pages must have an embedded *contact us* link with full contact information for the ADA Coordinator.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

See Sections 1 & 2.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

Not applicable; EOPSS/HSD is also providing grant funds to local police departments as part of a competitive procurement process.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? x No Yes.
If yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

Not applicable.

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

One Federal Signal PIPS Technology 4-Camera ALPR System

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

MSP will submit an Expenditure Report, In Kind and Activity Report to EOPSS/HSD no later than the 15th day of the month following activity.

MSP will submit a Final Report by July 30, 2011.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

An audit shall be performed in accordance with Circular A-133. A copy of any report shall be submitted to the EOPSS/HSD within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

The MSP agrees to not supplant these funds with any other funds associated with the agency or funding sources.

The MSP acknowledges the Drug-Free Workplace Certification for Departments receiving Federal Grants for the federal fiscal year available at http://www.mass.gov/Aosc/docs/fy_updates/fy09/drug_2009_cert.pdf

The measurement of success/evaluation method, self-sufficiency plan, and institutional plan are identified in the attached MSP proposal.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- Cost Principles for Federal Grants to *State and Local Governments*
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 3**.
 - Travel costs are allowable if pre-approved by the OGR and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement: http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* - These requirements apply to only the non-profit and higher education subrecipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.
 - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

Nondiscrimination Requirements – If you receive federal funds, you must comply with, and require your subcontractors, if any, to comply with, all applicable nondiscrimination requirements of federal law, which may include the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-12134), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), equal protection of the laws for faith-based organizations (Exec. Order No. 13,279), and meaningful access for persons with limited English proficiency (Exec. Order No. 13,166).

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration of the U.S. Department of Transportation offers two documents that present requirements for the use of the funds and outline the purpose of each category of grants provided.

- The links for the two programmatic and financial guide documents made available from the National Highway Traffic Safety Administration are as follows:
 - Highway Safety Grant Funding Policy:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

Pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

A more complete document on administrative requirements is found in 49 CFR Part 18 - the Uniform Administrative Requirement for Grants as promulgated by the U.S. Department of Transportation.

- Highway Safety Grant Management Manual:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_ManI_Content1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - Requests for time extensions must to be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- OGR must receive all **requests for reimbursement** within 30 days of the end date of the contract. Requests for reimbursement received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the **request for reimbursement** is returned due to incomplete documentation, the request must be resubmitted in the time noted by OGR when the request was returned.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency.
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.
- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
- You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
- All grant-related documentation must be retained for a period of 6 years from the close of the contract.
- In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
- It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
- Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

- If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.

Additional OGR Conditions for Law Enforcement Agencies

Law enforcement agencies are subject to mandatory reporting requirements of various information, including, but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel your contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs under G.L. c. 90, § 29. The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Criminal History Systems Board via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (G.L. c. 263, § 1A; G.L. c. 94C, § 45).



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

ATTACHMENT B - BUDGET

Check one:

☒ Initial ISA Budget

☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____
(for reference - if applicable)

PRIOR MMARS DOCUMENT ID: _____
CURRENT Doc ID: ISAEPsfY11ALPRPOL11A

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2011	8000-4804	KK	Automated License Plate Reader	\$ 18,952.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: 2011	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended) \$18,952.00
FISCAL YEAR:	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended) \$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended) \$18,952.00	

Additional Budget Specifications:




INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

<input checked="" type="checkbox"/> NEW ISA		ISA AMENDMENT	
BUYER/PARENT DEPARTMENT: Executive Office of Public Safety and Security (EPS)		BUDGET FISCAL YEAR: 2011	
SELLER/CHILD DEPARTMENT: Department of State Police (POL)			
Revenue Budget			
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Source			
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number: 8000-4804		Payroll Indicator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Budgetary Estimated Receipts \$18,952.00		BGCN Document Identification No.: ISAEPSFY11ALPRPOL11A	
COST ACCOUNTING STRUCTURE (BGRG- BQ88)			
Total Maximum Obligation of ISA: \$18,952		BGRG Document Identification No.: ISAEPSFY11ALPRPOL11A	
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less): HSPGTS		Major Program Short Name (same as appropriation number): 80004804	
Major Program Name: Highway Safety Programs on GTS			
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date: 2/14/2011		Effective To Date: 08/30/2011	
Program Period:		Program Period Short Name:	
Program Period Name:		Program Period Short Name:	
Effective From Date: 2/14/2011		Effective To Date: 08/30/2011	
Program Name: Automated License Plate Reader		Program Short Name: ALPR	
Program Code: (MUST START WITH "F" followed by up to 9 characters) FY11ALPR		Sub Account:	
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code - Check one option only	
EDCAPS:	VC7000000001	<input checked="" type="checkbox"/> D	
ECHO:	VC7000000002	<input type="checkbox"/> E	
LOCES:	VC7000000003	<input type="checkbox"/> L	
SMARTLINK:	VC7000000004	<input type="checkbox"/> S	
ASAP- OTHER:	VC7000000005	<input type="checkbox"/> Y	
ASAP:	VC7000000006	<input type="checkbox"/> Z	
GRANT- NON DRAW:	VC7000000007	<input checked="" type="checkbox"/> X No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code) 20		Federal Catalog Suffix: (3 digit code) 600	
Letter of Credit No.:			

Authorized Signatory Seller/Child Department:  Date: 2/23/11 Name: John F. Kennedy

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between the two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the [CTR Knowledge Center](#) under Procurement and Contracts and also at the CTR Website at: [Comptroller Policies](#). While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

- **MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows:

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined. May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2 nd Amendment)
ISA	EPS	12345678	SDF	06	A

- **BUDGET FISCAL YEAR.** Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- **REQUEST FOR RESPONSE REFERENCE NUMBER.** If the Seller/Child responded to an RFR that was posted on Comm-PASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- **BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME:** Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- **BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- **ISA MANAGER:** Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- **PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- **PURPOSE OF ISA.** Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- **BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:** Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- **INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA.** Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- **ACCOUNT INFORMATION.**
- * Check the correct option for either a BGCN – non-subsidiarized (federal, capital, trust); BGCS – subsidiarized (budgetary); Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA); or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted" or "no change". **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- **ISA ANTICIPATED START DATE.** Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure. Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.
- **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signature and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- **NAME /TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly.
- NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidiary transfer "TS") prior to submission to CTR. All

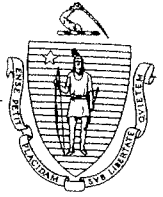
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.

- ➔ **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail or the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- ➔ **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
- * Check "Initial ISA Budget", or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - o **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - o **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - o **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). IF the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line-item is authorized, specifying the estimated amount of the authorized expenditure. Line-items break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - o **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category, (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - o **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this line-item, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - o **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - o **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased.
 - o **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year.
 - o **Column "I" New Amount After Amendment** is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
 - * **FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.**
 - Fiscal Year Subtotals. For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
 - Total Maximum Obligation for Duration of ISA. Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.
- ➔ **ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT** (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.
- * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
 - * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA.
 - * Skip the Revenue Budget and Revenue Source which will be completed by CTR.
 - * **CENTRAL BUDGET STRUCTURE:**
 - o Appropriation Number. Enter the Appropriation Number assigned by ANF.
 - o Payroll Indicator. Enter a Payroll indicator of Yes or No.
 - o Estimated Budgetary Receipts. Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year).
 - o BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * **COST ACCOUNTING STRUCTURE.**
 - o Total Maximum Obligation of ISA or ISA Amendment Amount. For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - o BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * **MAJOR PROGRAM TABLE SET-UP.** This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management – WASTE. All documents (contracts, encumbrances, payments will reference this code.)
 - o Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



- ☐ Major Program Name. Enter the full Major Program Name.
- ☐ Major Program Short Name. Enter the Major Program Short Name.
- * PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP). Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period – EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - ☐ Enter the Program Effective From Date and Effective to Date.
 - ☐ Enter the Program Period or Extended Program Period (EPP) information.
 - ☐ Enter the Program Period Name, and Program Period Short Name.
- * PROGRAM TABLE SET-UP.
 - ☐ Enter Program Name. For example a program could be for "storm water discharge".
 - ☐ Enter Program Short Name:
 - ☐ Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F". This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge – the program code would be "Fstormdis". All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - ☐ The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a sub-account changes, this code must change.
- * FUNDING PROFILE - Funding Line. This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code.
- * FUNDING IDENTIFICATION.
 - ☐ Federal Catalog Agency Code. Enter the 2 digit Federal Catalog Agency code.
 - ☐ Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - ☐ Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place – 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: **617-973-2468**

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116
Tel: 617.725.3341

Application for Grant Funds (AGF)
FFY 2011 Automated License Plate Reader Grant Program
Deadline for Applications: Noon, November 29, 2010

All sections must be completed to be eligible.

Name and Complete Address of Department or Municipality			
Massachusetts State Police - 470 Worcester Road – Framingham MA - 01702			
Colonel's Last Name McGovern	First Marian	Middle Initial J.	
E-Mail Address marian.mcgovern@pol.state.ma.us	Telephone 508-820-2300	Fax	
Grant Contact Last Name Walsh	First Name Stephen	Middle Initial J.	Title Lieutenant
E-Mail Address stephen.walsh@pol.state.ma.us	Telephone 508-820-2132	Fax 508-820-2668	
Applicant Profile			
Does your department currently have any ALPR units in use? If so, how many?		2 demo units on loan	
Number of full-time officers		2,100	
Number of part-time officers		0	
What is the population of your community according to the 2009 census?		6 million	
How large is your community (square miles)?		Entire state	

Problem Identification			
Category	2007	2008	2009
Number of unlicensed motorist citations	11,698	9,139	8,057
Number of uninsured motorist citations	7,904	7,907	6,196
Number of operating with a suspended license citations	14,920	14,226	12,659
Number of operating with a suspended license arrests	3,847	3,618	3,279
Number of stolen vehicles reports	1,791	1,499	1,340
Number of stolen vehicle arrests	411	364	283

Proposed Programming

Experience- Provide a summary of previous experience your department has with highway safety initiatives (Click It or Ticket, Massachusetts Law Enforcement Challenge, crash reporting, etc.).

The MSP is a keystone in the effectiveness of the EOPSS-HSD funded highway safety programs, to include BAT Sobriety Checkpoints, CIOT and DDOLUA, deploying approximately 80 checkpoints and over 7,000 selective enforcement patrols annually. The MSP participates annually in the LEC and placed first in the national IACP LE Challenge in 2008.

Timeline- Provide your projected timeline for unit purchase, training, and implementation (January 2011-June 30, 2011).

The Department anticipates purchasing one or both of the demo units currently deployed in the Boston area at reduced costs. If further funding is provided additional units will be purchased and deployed immediately. Troopers are already trained in ALPR use.

Project Activities- Describe your proposed deployment use (how many hours per day, per week, etc.).

The unit(s) will be deployed approximately 8 hours per day on both day and evening shifts.

Capabilities- Describe your department's technical capabilities to implement this program.

The MSP's Management Information Section (MIS) has worked with CJIS and representatives of LSAG and PIPS to successfully deploy and maintain existing demo ALPR's.

Goals- Identify specific, measurable, attainable, realistic and time-bound goals and objectives for this program (i.e. increase uninsured motorist violations by 20% over 2009 levels by August 2011).

ALPR's focus on registered motor vehicle owner based violations, therefore, the Department seeks to deploy the unit(s) as a basis to increase the apprehension rate of unregistered/uninsured motorists, stolen vehicles and unlicensed and wanted operator/owners. The units will also increase the interception rates of BOLO's and "Amber Alerts." These violations and incidents are readily tracked, however, given the current ratio of ALPR's to the number of officers deployed by the MSP, significant percentage increases are not expected until a larger number of ALPR's are deployed.

Evaluation- Describe your evaluation plan (for example, a pre and post data comparison for your community during the grant period with the same time period in the previous year).

The best evaluation of the ALPR will be an assessment of the productivity of the officers deploying ALPR's. The MSP has been tracking these statistics with the demo units currently deployed and significant increases in productivity have been realized.

Additional Information- Provide any additional information about your current and/or proposed ALPR program you would like EOPSS to consider when evaluating your AGF response (major highways through community, commuter population).

As the lead law enforcement agency in the Commonwealth, with statewide jurisdiction, the MSP is in the best position to maximize the effectiveness of ALPR technology. However, given the size of the Department and vast jurisdiction, a significant number of ALPR's need to be deployed to realize a tangible public safety advantage.

BUDGET TEMPLATE

January 2011 - June 30, 2011- also provide specification sheet from your chosen vendor

Equipment	Cost/Rate	Total
1 Fed Sys. PIPS 4 camera ALPR system (demo)	\$18,952	\$18,952
2 LSAG 3 camera ALPR systems	\$20,460	\$40,920
Total		\$59,872

Total funding requested **\$59,872**

Please Note:

If your department does not have an officer safety belt policy, 50% of your total grant award will be deducted. If your department falls into this category, please provide a statement agreeing that the balance will be paid by your department or that no funds will be awarded.

The MSP has an officer seatbelt policy in effect (see attachment).

Grant recipients are required to provide an in-kind (soft) match which represents 20% of the total project cost. For example if you receive \$5,000, your 20% match would be calculated as follows: \$5,000 divided by 80% = \$6,250 X 20% = \$1,250.

FEDERAL IN-KIND MATCH REQUIREMENTS - REQUIRED

Item/Service	Quantity	Cost	Total
ALPR deployment	3 Officers	\$45/hr x 30 hrs/week x 26 weeks	\$105,300

Department's plan to pay for additional maintenance and warranty costs:
The MSP agrees to fund annual maintenance/upgrade and warranty costs within its operational budget.

For EOPSS/HSD Use:

Revised Total Request:

\$ _____

Applications due on or before November 29, 2010 at noon to:

Dan DeMille, Program Coordinator
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116

CHECK LIST

- ☒ Completed Application (original and 8 copies)
- ☒ Required Signatures
- ☒ Safety belt policy or commitment to establish one by DATE
- ☒ Contract Authorized Signatory Listing

Please note that in the event that your department or municipality is selected for an award, a Standard Contract Form and General Subrecipient Conditions will be provided for your signature at that time.

Before signing below, or obtaining signature, please be sure the entire application is complete.

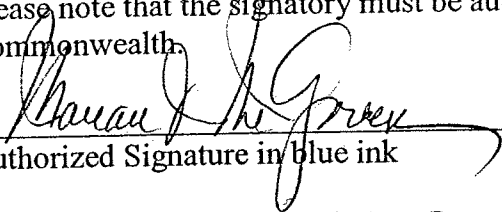
ASSURANCES

The Massachusetts State Police acknowledges and agrees to comply with all grant contract requirements and performance measures. This municipality or department understands and agrees that a grant received as a result of this application is subject to the regulations governing highway safety projects and grant management requirements and will comply with all State and Federal Guidelines. Funding is based on availability of federal funds. I hereby acknowledge my understanding of the above grant requirements and will comply with the best of my ability:

Colonel Marian J. McGovern, Superintendent - Massachusetts State Police

Authorized Representative Name and Title (please print)

Please note that the signatory must be authorized to enter into a contract with the Commonwealth.


Authorized Signature in blue ink

11-29-2010
Date signed in blue ink

Deadline: An original application form with attachments, along with three copies, must be received by HSD by **noon on November 29, 2010**. Faxed and electronic responses will **NOT** be accepted.

*It is suggested that departments verify with EOPSS-HSD receipt of application prior to deadline (this is because of recent mail delivery problems). Please email Dan DeMille at Daniel.DeMille@state.ma.us to verify receipt.



November 5, 2010

REF: 4 Camera Mobile Slate ALPR Price Quote

Mass State Police
Sgt Dan Griffin
470 Worcester Road
Framingham, MA 01702

I'm pleased to provide you with this quote for a **FOUR** Camera Mobile ALPR system "hard" mounted and integrated into an MDT system in your patrol vehicle.

Key points about our company in the ALPR market:

- For more than 16 years, our **only** market focus is specializing in Automatic License Plate Recognition technologies.
- As an Original Equipment Manufacturer, we design, manufacture, and develop our own hardware and software - we control the quality and support of our products from start to finish.
- PIPS offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.

Qty	Item	Description	List Unit Cost
1	1	SLATE-750- PLUS MA FOUR Camera Mobile Law Enforcement Package including 750nm illumination, SuperXIII processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	\$18,700
1	2	PIPS-SW-BOSS Back Office System Software utilizing Microsoft SQL Express Server Software for system administration, data analysis and data storage, data mining, reporting, mapping via google Maps, remote alerting, and networking in support of inter-agency data sharing. Note: Software includes 1 administrative plus 2 user license.	\$995
1	3	PIPS-SRVC-MVI; Field Engineering services required for the installation of the PIPS Mobile ALPR system on a traffic vehicle including PAGIS in car and BOSS back office software training. Priced on a per car vehicle basis	\$3,200
1	4	BOSS- MAP Advanced Mapping using BING	\$795

Total Cost \$23,690
Evaluation discount \$ 4738
Discounted cost \$18,952



***** **OPTIONS** *****

1	5	(OPTIONAL) PIPS-SVC-MAINT-Mobile Annual maintenance cost for year #2 for the PIPS mobile vehicle system plus the PAGIS in car display software.	\$2000
1	6	(OPTIONAL) PIPS-SRVC-MAINT-BOSS Annual maintenance cost for year #2	\$120
		Freight is included at no charge	

NOTE:

- 1) Only one copy of PIPS-SW-BOSS PRO System Software and one BOSS-SRVR PIPS server is required to support a combination of one or more mobile and/or fixed mobile systems (up to 1,000 separate ALPR mobile or fixed systems), therefore additional vehicles or fixed cameras will not require items 2 and 3 if installed at the same time.
- 2) This quote excludes applicable sales tax and is subject to the attached PIPS' standard terms, conditions and warranties.

Scope of Work:

Our quote **includes** installation. During that time, our system will be installed in your designated vehicles by our installer. After installation, you or the appropriate personnel will receive training on both PAGIS and BOSS by our representative.

Our quote **includes** the cost for our Back Office Server Software (BOSS) that can be installed on a department supplied SQL server. During the installation and training, our engineer will install one copy of this software application that is used for mining of all data collected by each mobile LPR system. The initial cost of installing BOSS for your agency can be utilized for all future PIPS mobile installations within your organization. It can also integrate with other local law enforcement agencies, fixed ALPR sites, or with commercial purchasers of our ALPR systems to provide a comprehensive database of vehicle movement within the surrounding areas where PIPS systems have been deployed.

NOTE 3: This software has a 4GB storage limit (approx. 120,000 license plate reads). If your agency has a full Microsoft Sequel License, BOSS integrates with it and the only limit to data storage would be the amount of server hard disk space available.

NOTE 4: The above \$995 BOSS pricing includes 1 administrative plus 2 user license. Additional concurrent user licenses are priced as follow:

Block of 5	\$2250
Block of 10	\$3500
Block of 25	\$7000



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well-being.

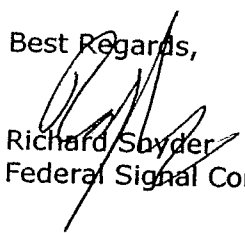
2645 Federal Signal Drive
University Park, IL 60466
www.federsignal.com

All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

Per Mobile Unit Extended Warranty	Unit Cost
2 nd Year –Annual Mobile System Warranty Renewal	\$2,000
3 rd Year –Annual Mobile System Warranty Renewal	\$2,200
4th Year –Annual Mobile System Warranty Renewal	\$2,400
NOTE: Above price are cumulative. i.e. total 4 yr warranty extension would be \$6,600	

Please let me know if you have any questions or require any additional information.

Best Regards,


Richard Snyder
Federal Signal Corporation



November 5, 2010

REF: 3 Camera Mobile Slate ALPR Price Quote

**Mass State Police
Sgt Dan Griffin
470 Worcester Road
Framingham, MA 01702**

I'm pleased to provide you with this quote for a **THREE** Camera Mobile ALPR system "hard" mounted and integrated into an MDT system in your patrol vehicle.

Key points about our company in the ALPR market:

- For more than 16 years, our **only** market focus is specializing in Automatic License Plate Recognition technologies.
- As an Original Equipment Manufacturer, we design, manufacture, and develop our own hardware and software – we control the quality and support of our products from start to finish.
- PIPS offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.

Qty	Item	Description	List Unit Cost
1	1	SLATE-750- PLUS MA Three Camera Mobile Law Enforcement Package including 750nm illumination, SupeRexIII processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	\$16,550
1	2	PIPS-SW-BOSS Back Office System Software utilizing Microsoft SQL Express Server Software for system administration, data analysis and data storage, data mining, reporting, mapping via google Maps, remote alerting, and networking in support of inter-agency data sharing. Note: Software includes 1 administrative plus 2 user license.	\$995
1	3	PIPS-SRVC-MVI ; Field Engineering services required for the installation of the PIPS Mobile ALPR system on a traffic vehicle including PAGIS in car and BOSS back office software training. Priced on a per car vehicle basis	\$3,200
1	4	BOSS- MAP Advanced Mapping using BING	\$795

Total Cost \$21,540
Evaluation discount \$ 4308
Discounted cost \$17,232



***** **OPTIONS** *****

1	5	(OPTIONAL) PIPS-SVC-MAINT-Mobile Annual maintenance cost for year #2 for the PIPS mobile vehicle system plus the PAGIS in car display software.	\$2000
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1	6	(OPTIONAL) PIPS-SRVC-MAINT-BOSS Annual maintenance cost for year #2	\$120
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		Freight is included at no charge	
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NOTE:

- 1) Only one copy of PIPS-SW-BOSS PRO System Software and one BOSS-SRVR PIPS server is required to support a combination of one or more mobile and/or fixed mobile systems (up to 1,000 separate ALPR mobile or fixed systems), therefore additional vehicles or fixed cameras will not require items 2 and 3.
- 2) This quote excludes applicable sales tax and is subject to the attached PIPS' standard terms, conditions and warranties.

Scope of Work:

Our quote **includes** installation. During that time, our system will be installed in your designated vehicles by our installer. After installation, you or the appropriate personnel will receive training on both PAGIS and BOSS by our representative.

Our quote **includes** the cost for our Back Office Server Software (BOSS) that can be installed on a department supplied SQL server. During the installation and training, our engineer will install one copy of this software application that is used for mining of all data collected by each mobile LPR system. The initial cost of installing BOSS for your agency can be utilized for all future PIPS mobile installations within your organization. It can also integrate with other local law enforcement agencies, fixed ALPR sites, or with commercial purchasers of our ALPR systems to provide a comprehensive database of vehicle movement within the surrounding areas where PIPS systems have been deployed.

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Block of 5 \$2250
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Block of 25 \$7000



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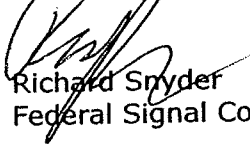
2645 Federal Signal Drive
University Park, IL 60466
www.federalsignal.com

All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

Per Mobile Unit Extended Warranty	Unit Cost
2 nd Year –Annual Mobile System Warranty Renewal	\$2,000
3 rd Year –Annual Mobile System Warranty Renewal	\$2,200
4th Year –Annual Mobile System Warranty Renewal	\$2,400
NOTE: Above price are cumulative. i.e. total 4 yr warranty extension would be \$6,600	

Please let me know if you have any questions or require any additional information.

Best Regards,



Richard Snyder
Federal Signal Corporation



ELSAG North America Law Enforcement Systems, LLC

November 29, 2010

Lt. Stephen Walsh
c/o Massachusetts State Police
470 Worcester Rd.
Framingham, Massachusetts 01702

Lt. Stephen Walsh,

We are pleased to have the opportunity to provide more information regarding the MPH900. As we have discussed, we look forward to working with you and your Team and providing the superior 24/7 service our clients benefit from.

The ELSAG MPH900 is the only LPR system available that has:

- the ability to be networked to systems currently in place with the over 1,000 other U.S. law enforcement agencies including: Arizona Department of Public Safety, Colorado State Patrol, Ohio State Highway Patrol, Maryland State Police, Metropolitan DC, NYPD, New York State Police, Hartford Police Dept., Norwalk Police Dept., Greenwich Police Dept., Southbridge Police Dept., Wakefield Police Dept., Haverill Police Dept., New Britain Police Dept., Springfield Police Dept., Boston Police Dept., Providence Police Dept., Virginia State Police, Baltimore Police Dept., Norwood Police Dept., Chelsea Police Dept., Salem Police Dept., Brockton Police Dept., Hartford Police Dept., Waterford Police Dept., Stamford Police Dept., Lawrence Police Dept., Southbridge Police Dept., Fitchburg Police Dept. and the Somerville Police Dept.
- 335 different police agencies including the New York State Police with 750 LPR systems in operation.
- a magnetically mounted transportable LPR system with both installation that can readily be interchanged between vehicles and permanent installation options.
- the capability for simultaneous "hands-free" use of up to 8 LPR cameras without forcing the user to select a subset.
- use of a single Laptop/MDT in the vehicle for all police functions including LPR.



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- an "Operations Center" software package that allows central management of LPR data from all cars and sources in the enterprise. The Operations Center enables wireless synchronization.
- the only transportable and fixed systems that can be linked together in a single operations center for consolidated search.
- comprehensive in-car reporting for operator use.
- **the only system on the market that can read Massachusetts license plates during the day and at night with our infrared cameras.**
- **the only LPR system on the market that can read the license plates of all 50 states during the day and at night.**
- **the only system available with digital cameras.**
- commercially available with dozens of units in inventory and deliverable in several days.
- US-based operation headquartered in Brewster, NY with local 24/7/365 support.
- the world's largest mobile LPR deployment, with expertise from supporting a 5000 car base of operations and proven success supporting the technology.
- a strict no public PR policy supporting the technology to enhance effectiveness and officer safety.
- **ability to read and process tags at over 96% accuracy.**
- **available under the New York State OGS/NASPO Contract Guide, RELES awarded New York State Contract #PC62119. It is available under the Multi State Contract which is available to any NASPO State which includes New York, Alaska, Arizona, Arkansas, Florida, Idaho, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Utah, Virginia, and Washington.**
- **Approved vendor by the Executive Office of Public Safety and Security of the Commonwealth of Massachusetts**
- ready to deliver covert solutions.
- the only License Plate Reader which is deployed in all 50 states.
- **the only company that makes a 50mm camera for mobile use which allows you to scan 2-3 lanes of traffic. This is the same camera that was sold and is being used by the Boulder City Police Dept., the Las Vegas Police Dept. Drug Interdiction Unit and Nevada Highway Patrol in the Las Vegas area and the Nevada Highway Patrol and Washoe County Sheriff's Dept. in the Reno area who all are a part of the same Drug Interdiction unit.**



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- **this same 50mm camera is being used by the Vermont Dept. of Motor Vehicle's Commercial Vehicle Enforcement Unit for PRISM enforcement as well as the Vermont State Police and a dozen other agencies in New Jersey. With the 50mm camera facing to the rear of the police unit it will allow this vehicle to capture the front license plates which are 2 and 3 lanes away from the state police vehicle while it is sitting on the shoulder of the road or while on patrol.**

Your state is not that far from Connecticut and as of the writing of this letter we have the following units in operation in the State of Connecticut:

- 1.) Hartford Police Dept. - 2 LPR systems in operation
- 2.) Waterbury Police Dept. - 1 LPR system in operation
- 3.) Stamford Police Dept. - 6 LPR systems in operation
- 4.) New Britain Police Dept. - 4 LPR system in operation
- 5.) New Haven Tax Collector's Office - 4 LPR systems in operation.
- 6.) Greenwich Police Dept. - 2 LPR systems in operation
- 7.) Branford Police Dept. - 1 LPR system in operation
- 8.) Waterford Police Dept. - 1 LPR system in operation
- 9.) Norwalk Police Dept. - 3 mobile LPR systems and 1 fixed LPR system in operation.
- 10.) Clinton Police Dept. - 1 mobile system in operation
- 11.) Darien Police Dept. - 1 mobile system in operation

ELSAG is proud to work with several agencies throughout the Commonwealth already. As the only LPR company that can consistently and in all conditions read the 'red on white' Massachusetts plates at night, the Mobile Plate Hunter has already demonstrated its value helping fight crime and enhance officer safety. The MPF-900 Mobile Plate Hunter is deployed in the following Massachusetts communities:

- 1.) Springfield Police Dept. - 1 LPR system in operation
- 2.) West Springfield Police Dept. - 1 LPR system in operation
- 3.) Chelsea Police Dept. - 1 LPR system in operation
- 4.) Salem Police Dept. - 2 LPR system in operation
- 5.) Somerville Police Dept. - 4 LPR systems in operation
- 6.) Revere Police Dept. - 1 LPR system in operation
- 7.) Norwood Police Dept. - 1 LPR system in operation
- 8.) Brockton Police Dept. - 1 LPR system in operation
- 9.) Essex County Sheriff's Dept. - 1 LPR system in operation
- 10.) Lawrence Police Dept. - 1 LPR system in operation
- 11.) Haverill Police Dept. - 2 LPR systems in operation



ELSAG North America Law Enforcement Systems, LLC

- 12.) Boston Police Dept. – 3 mobile LPR systems and 1 fixed system
- 13.) Fitchburg Police Dept. – 1 LPR system in operation
- 14.) Ashland Police Dept. – 1 LPR system in operation
- 15.) Southbridge Police Dept. – 1 LPR system in operation
- 16.) Malden Police Dept. – 1 LPR system in operation
- 17.) Medford Police Dept. – 1 LPR system in operation
- 18.) Wakefield Police Dept. – 1 LPR system in operation

In New York State we have units being used by 335 different police agencies in New York State alone totaling 750 units and our recognition rate/accuracy rate is approximately 96%. If your department would like to contact some of our references in New York State, Connecticut and Massachusetts, they can contact:

- 1.) PO Daniel Nadeski – Albany Police Dept. – (518) 462-8018 – they presently have 4 units
- 2.) Sgt. Chris Perotta – Yonkers Police Dept. – (845) 679-2422 – they presently have 5 units
- 3.) P.O. Robert Ankenbauer – Somerville Police Dept. (MA) – (617) 908-2746 – they presently have 2 units and he is the IT person in charge of his police department and the NEMLEC community which represents over 50 police agencies in Massachusetts
- 4.) Det. Paul Cicero – Hartford Police Dept. – (860) 982-4805 – they presently have one unit which they have been using since September 2008 and have just taken delivery of their second unit
- 5.) Sgt. Kevin Fitzgibbons – Stamford Police Dept. – (845) 721-6047 – they presently have 3 units
- 6.) Deputy Inspector Terence Hurson – New York City Police Dept. – (646) 610-5390 & Cell# (646) 879-1799 - over 127 LPR systems being used by the New York City Police Dept. Counter Terrorism Unit.
- 7.) P.O. Dan Mc Bride – New Britain Police Dept. – (860) 302-0025 – they have 1 unit in operation
- 8.) Lt. David Wrinn – Norwalk Police Dept. – (203) 216-0799 – they have 2 mobile units and 1 fixed unit in operation.

We helped set up a server with the Stamford Police Dept. so all of the license plate reads can be put into a central data base which would be readily available for all the agencies in the State of Connecticut to store their reads for investigative purposes, and CHSB has been talking about doing the same thing in Massachusetts. This can also be done on a regional basis in your area if the state doesn't follow through on the state wide server. Our Operations Center will allow them to:



ELSAG North America Law Enforcement Systems, LLC

- 1.) Communicate with all cars, cameras, and tactical operations desks in your domain.
- 2.) Collects, analyzes, and manages data automatically, dramatically reducing clerical tasks.
- 3.) Performs intelligence analysis for Automatic License Plate Reader based activities in your domain.
- 4.) Monitors the "state of health" of all units ensuring that each is current with up-to-date information
- 5.) Allows you to close more cases faster with at-your-fingertips data and intelligence.
- 6.) Prevents loss or corruption of data.

The other most important fact about our LPR system is that it allows you to access the database of any other police agency that is also using our equipment. You can't do that with another company's LPR. With the geographic location of your community with New York State, New York City, Massachusetts and Rhode Island you could also share data with them in regards to any investigations that you might be working on. It will also allow all of the agencies in Massachusetts to do the same as they come on line.

One very important thing to keep in mind is that we have 24/7 tech support and our service technicians are based out of Brewster, New York and can be at your location in less than 3 hours if needed. I know our service and support is the best and I know you won't have the same service and support from any other LPR company out there.

I hope this answers some questions that your agency might have, and thank you again for the opportunity to highlight the unique advantages of the Elsag MPH900 system, and if you have any further questions or I can help you in any way feel free to call me. My telephone number is (518) 470-0285.

Sincerely,

Patrick O. Fox
Field Operations Manager

ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

11/29/2010
QUOTATION

Delivered to:

Massachusetts State Police
Att: Lt. Stephen Walsh
470 Worcester Rd.
Framingham, Massachusetts 01702

Quotation valid until: January 31, 2011

Prepared by: Pat Fox

Projected Arrival Date: TBD

Receipt of Goods

(Please mail or Fax your purchase order to the address and telephone number above and Fax a copy to (518) 452-7777)

NASPO Multi-State Contract #PC62119 Award #19745
Massachusetts State Contract # HLS01
WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

MASSACHUSETTS EOPPS FY2011 AUTOMATED LICENSE PLATE GRANT

Model #	Description	Cost	Units	Amount
MPH-900X3 AD3 SPLIT TRANS	Mobile License Plate Reader - Includes 3 units with LPR Processors, 6 cameras (3 color & 3 infrared in 3 enclosures), junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$19,400	1	\$19,400.00
MPH-900 INSTALL	Hedley mounts with 1 Clicker for a Ford Crown Victoria. The cameras will consist of (2) 25mm cameras on the driver's side and a 16mm camera on the passenger side of the vehicle.			
OPERATION CENTER LICENSE	Operations Center License	\$600	1	\$600.00
ADDITIONAL CAR KIT	2 Extra power cords @ \$125.00 each, 1 extra ethernet cord \$100.00, and 1 extra GPS unit with USB extension @ \$110.00 for a Total of \$460.00.	\$460	1	\$460.00
			TOTAL	\$20,460.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year	Hardware and Software	
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	
Beyond		Software Only	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

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(Contract term: 5/20/2007 - 5/10/2010)

MASSACHUSETTS EOPPS FY2011 AUTOMATED LICENSE PLATE GRANT

Model #	Description	Cost	Units	Amount
MPH-900X3 AD3 SPLIT TRANS	Mobile License Plate Reader - Includes 3 units with LPR Processors, 6 cameras (3 color & 3 infrared in 3 enclosures), junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$19,400	2	\$38,800.00
MPH-900 INSTALL	Hedley mounts with 1 Clicker for a Ford Crown Victoria. The cameras will consist of (2) 25mm cameras on the driver's side and a 16mm camera on the passenger side of the vehicle.			
OPERATION CENTER LICENSE	Operations Center License	\$600	2	\$1,200.00
ADDITIONAL CAR KIT	2 Extra power cords @ \$125.00 each, 1 extra ethernet cord \$100.00, and 1 extra GPS unit with USB extension @ \$110.00 for a Total of \$460.00.	\$460	2	\$920.00
			TOTAL	\$40,920.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year		
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	
Beyond		Hardware and Software	
		Software Only	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
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(Contract term: 5/20/2007 - 5/10/2010)

MASSACHUSETTS EOPPS FY2011 AUTOMATED LICENSE PLATE GRANT

Model #	Description	Cost	Units	Amount
MPH-900X3 AD3 SPLIT TRANS	Mobile License Plate Reader - Includes 3 units with LPR Processors, 6 cameras (3 color & 3 infrared in 3 enclosures), junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$19,400	3	\$58,200.00
MPH-900 INSTALL	Hedley mounts with 1 Clicker for a Ford Crown Victoria. The cameras will consist of (2) 25mm cameras on the driver's side and a 16mm camera on the passenger side of the vehicle.			
OPERATION CENTER LICENSE	Operations Center License	\$600	3	\$1,800.00
ADDITIONAL CAR KIT	2 Extra power cords @ \$125.00 each, 1 extra ethernet cord \$100.00, and 1 extra GPS unit with USB extension @ \$110.00 for a Total of \$460.00.	\$460	3	\$1,380.00
			TOTAL	\$61,380.00

Service Plan for goods and services provided by the above quote

Year I	Free	Hardware and Software	
Year II	\$1,600.00 per year	Hardware and Software	
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	
Beyond		Software Only	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____





Department of State Police

General Order

Effective Date	November 5, 2008	Number	ADM-19A
Subject			
Vehicle Use and Maintenance			

Policy

Department vehicles shall be maintained in a safe, clean and serviceable condition at all times for reasons of safety and operational readiness, as well as to enhance the Department's public image.

Members assigned a vehicle belonging to various authorities or other governmental agencies, shall ensure they adhere to the authorities/agencies vehicle use and maintenance policies.

Required Equipment

Vehicles used for enforcement purposes may be equipped with, at a minimum:

- Emergency lights and siren;
- Medical kit;
- Fire extinguisher;
- Radios;
- Prisoner safety barrier (marked, semi marked, low profile vehicles);
- Conspicuous markings (marked, semi marked vehicles); and
- All other equipment issued with, or made part of the vehicle according to Department specifications.

Note: Cruiser equipment shall not be altered without prior approval of the Fleet Administrator.

Vehicle Inspection

Vehicles and equipment shall be inspected:

- Prior to the beginning of each shift by the vehicle operator;
- Before and after transporting prisoners for contraband and evidence;
- Quarterly by Station/Unit Commanders and documented according to Department procedures;
- For line or staff inspections; and
- When requested by the Fleet Administrator.

Employees shall immediately report, in writing to their immediate supervisor and the Fleet Administrator, any damage or vandalism to Department vehicles.

Any damage to a Department vehicle caused by a person arrested or summonsed to court shall be immediately reported to the Fleet Section, in order to collect restitution. The Fleet Coordinator shall make arrangements for repairs through the Fleet Section.

**Installation of
Non-Issued
Equipment or
Vehicle
Alteration**

Employees shall not install non-issued equipment in any Department vehicle, without prior written authorization from the Fleet Administrator.

Employees requesting to install non-issued equipment in Department vehicles shall:

- Make written requests through the appropriate channels to the Troop/Section/Unit Commander;
- Agree in writing to assume all responsibility for the loss or theft of the equipment, and any damage caused to the vehicle associated with the installation or removal of the equipment;
- Assume all costs associated with the purchase, installation, and service and/or maintenance fees associated with the installed equipment;
- Notify the Fleet Administrator of the location where the professional installation of the equipment shall occur; and
- Immediately remove any equipment as directed by the Fleet Administrator or proper authority.

The Troop/Section/Unit Commander shall review all requests and forward approved requests to the Fleet Administrator or the proper authority.

The Fleet Administrator shall:

- Approve or deny all written requests; and
- Forward the written approval or denial to the appropriate Troop/Section Commander.

Vehicle Ornamentation and/or Window Tint

Employees shall not affix/install vehicle ornamentation and/or window tint on or in any Department vehicle, including vehicles assigned to various authorities or other governmental agencies, unless approved in advance, and in writing, by the Deputy Superintendent and the Fleet Administrator.

Vehicle Alteration

Employees shall not:

- Remove, cover, or obscure the display of the issued registration plates; or
- Remove cruiser markings from Department vehicles without prior authorization from the Fleet Administrator or proper authority.

Recalls

Manufacturer recalls of Department vehicles shall be posted by the Fleet Administrator according to Department procedures. Employees who are assigned Department vehicles are responsible for checking recalls at least monthly. In the event a recall exists, the employee shall:

- Contact an authorized service center to schedule an appointment for service;
- Ensure the recall work is completed as ordered;
- Forward the repair order to the Fleet Section; and
- Retain a copy of the repair order.

Maintenance

The operators of Department vehicles shall be responsible for:

- Maintaining a clean exterior and interior;
- Scheduling routine service and repairs with Fleet Section personnel, or at authorized service locations;
- Reporting all malfunctions to Department vehicles to the Fleet Administrator;
- Ensuring the vehicle registration is current;
- Ensuring the State Safety and Emission Inspection is current;
- Submitting monthly cruiser information according to Department procedures;
- Daily inspection checks; and
- The removal of snow and ice.

**Daily
Inspection
Checks**

The daily inspection check shall include, but not be limited to, the following checks:

- Fluid levels (oil, coolant, transmission, brake, steering and washer);
- Tires (pressure, wear and condition);
- Belts and hoses;
- Inspection and registration stickers; and
- Emergency equipment.

**Scheduled
Maintenance**

All Department vehicles are required to be serviced at a Department Fleet facility not less than every third oil change or 9,000 mile interval.

Fuel Cards

Fuel cards issued to Department employees are restricted to the purchase of fuel for assigned Department vehicles. All purchases for items, other than fuel, shall result in the payment of restitution and/or disciplinary action. Employees utilizing fuel cards shall:

- Sign a receipt when issued fuel card;
- Enter Fleet vehicle computer number for PIN and current mileage when fueling;
- Immediately report lost or stolen cards in writing to the Fleet Section, through channels;
- Fuel vehicles at authorized facilities;
- Purchase regular unleaded fuel only, unless otherwise authorized;
- Use self-service facilities, whenever possible, to assist in controlling Department fuel expenditures;
- Ensure vehicle fuel tanks remain at least half full at all times; and
- Turn in fuel cards through channels to the Fleet Administrator upon any leave in excess of thirty (30) or more days.

Note: Employees shall comply with Massachusetts General Law c. 90 s. 13 by not leaving their vehicle running while unattended, unless within the scope of their duties e.g. motor vehicle stops.

Subject	Vehicle Use and Maintenance	Number ADM-19A
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Transponders and Snow Gate Access Cards

Non-revenue Fast Lane Transponders and Snow Gate Access Cards are only to be utilized for official business in Department assigned vehicles. Electronic data associated with the use of these items shall be monitored to ensure compliance. Use of non-revenue Fast Lane Transponders and Snow Gate Access Cards constitutes express consent for the Department to monitor and/or inspect any data created in the course of such use.

Employees assigned non-revenue Fast Lane Transponders and Snow Gate Access Cards shall:

- Use the Fast Lane;
- Make appropriate arrangements with the Fleet Administrator to transfer the transponder if assigned a different vehicle;
- Immediately report lost or stolen transponders or Snow Gate Access Cards in writing to the Fleet Administrator, through channels; and
- Turn in non-revenue transponders and Snow Gate Access Cards through channels to the Fleet Administrator upon any leave in excess of thirty (30) or more days.

Emergency Operation and Response

Members responding in emergency vehicles shall operate vehicles with due care and regard for the safety of all persons and property.

Members, in an emergency and while in the performance of duty:

- May drive in excess of the applicable speed limit, if exercising caution and due regard under the circumstances; and
- May drive through an intersection, contrary to traffic signs or signals, after coming to a full stop, and then proceeding with caution; and
- Shall never pass a school bus that has stopped to allow pupils to alight or board and has its red lamps flashing.

Response	Action
Non-emergency/non-life threatening.	<ul style="list-style-type: none"> • Emergency lights and/or siren need not be used; and • Observe all traffic laws and regulations.
Emergency, but non-life threatening.	<ul style="list-style-type: none"> • Emergency lights and sirens may be utilized; and • May use discretion in approach.
Actual or potential life-threatening injuries or violent situations.	<ul style="list-style-type: none"> • Utilize emergency lights and sirens; • Expeditious response with due care and regard for public safety; and • May use discretion in approach.

Subject	Vehicle Use and Maintenance	Number ADM-19A
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Seatbelts

All occupants shall properly wear seatbelts while traveling in any state owned vehicles as mandated by Executive Order No. 241.

Airbags

No object shall be placed on or in the path of airbags for safety reasons. Airbag switches shall not be installed in any Department vehicle without the prior written approval of the Fleet Administrator.

References

ADM-19 Vehicle Management
 TRF-20 Department Vehicle Crashes
 Executive Order No. 241 Use Of Seat Belts By State Employees
 MGL c. 90 s.13 Safety Precautions for Proper Operation and Parking of Vehicle and Buses
 M.G.L. c.89, s.7B
 M.G.L. c.90, s.14

Promulgated By:



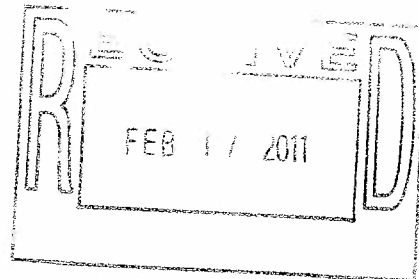
U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region 1
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Volpe Center,
Kendall Square
55 Broadway, RTV-8E
Cambridge, MA 02142-1093
Tel. 617-494-3427
Fax 617-494-3646

February 16, 2011

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116



Dear Director Burgess:

We have reviewed your February 10, 2011 letter regarding the FFY 2011 Task AL-11-17. We approve the request to acquire 27 Automated License Plate Readers (ALPR) units, software, warranty, installation and licenses by the Massachusetts State Police (MSP) and local police departments for a total budget amount of \$500,432.40. The share of the total cost for the ALPR package funded from NHTSA grants shall be proportional to the highway safety benefit expected from the planned use of this equipment.

The Highway Safety Division should ensure that this equipment is used for the originally authorized grant purposes for as long as needed for those purposes (23 CFR § 1200.21(b)). Further, the Highway Safety Division should ensure that the subgrantee shall manage and dispose of this equipment in accordance with State laws and procedures (23 CFR § 1200.21(c)).

Please do not hesitate to contact me or Charlene F. Oakley if you have any further questions or concerns.

Sincerely yours,

Philip J. Weiser
Regional Administrator



DOT AUTO SAFETY HOTLINE
888-DASH-2-DOT 888-327-4236
www.safercar.gov
www.safertruck.gov



The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security

Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eopss

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth
Heffernan
Secretary

Ellen J. Frank
Executive Director

February 10, 2011

Mr. Philip Weiser, Regional Administrator
National Highway Traffic Safety Administration
55 Broadway – Kendall Square
Cambridge, MA 02141

Dear Mr. Weiser:

I am writing to request your approval to fund the purchase of 27 Automated License Plate Readers (ALPR) by the Massachusetts State Police (MSP) and local police departments. The purchase will take place as part of the ALPR program approved in the FFY 2011 Highway Safety Performance Plan (AL-11-17) from Sections 154AL and 402. From the budget each department is eligible to purchase: ALPR unit, software, warranty, installation, and licenses.

The Executive Office of Public Safety and Security/Highway Safety Division (EOPSS/HSD) plans to enter into an Interdepartmental Service Agreement (ISA) with MSP and contracts with local police departments later this month totaling \$500,432.40 to purchase the equipment. EOPSS/HSD will fund the full purchase price of the equipment. Each department will contribute a minimum of 25% of in-kind match. A list of departments and budgets is attached. A separate letter will be sent today requesting an increase in the budget of AL-11-17.

Language will be included in the ISA and contracts to ensure that all equipment will be received by the close of the state fiscal year on June 30, 2011 and an inventory of equipment purchases in accordance with state and federal regulations will be maintained. EOPSS/HSD will ensure that all equipment is used for the originally authorized grant purpose for as long as needed. EOPSS/HSD will also manage and dispose of this equipment in accordance with state laws.

We would appreciate prompt review and approval of this request. If you have any questions please do not hesitate to contact me at Sheila.Burgess@state.ma.us or 617-725-3307.

Sincerely,

Sheila Burgess, Director
Highway Safety Division

Police Department	Budget
Amherst	\$ 18,945.00
Brookline	\$ 20,460.00
Burlington	\$ 16,950.00
Fall River	\$ 18,975.00
Foxborough	\$ 18,945.00
Franklin	\$ 18,945.00
Gloucester	\$ 22,362.20
Haverhill	\$ 19,896.00
Hingham	\$ 20,073.00
Longmeadow	\$ 18,945.00
Lowell	\$ 17,350.00
Lynn	\$ 18,945.00
Malden	\$ 16,950.00
Massachusetts State Police	\$ 18,952.00
Newton	\$ 14,400.00
Peabody	\$ 16,350.00
Pittsfield	\$ 18,945.00
Plymouth	\$ 18,945.00
Quincy	\$ 17,285.00
Randolph	\$ 16,950.00
Reading	\$ 16,950.00
Revere	\$ 18,945.00
Shrewsbury	\$ 18,945.00
Springfield	\$ 17,285.00
Taunton	\$ 18,187.20
Tewksbury	\$ 21,607.00
Worcester	\$ 18,945.00
	\$ 500,432.40

PROJECT FILE REVIEW CHECKLIST

Grantee: <u>Lowell PD</u>	Reviewer: <u>Chalene Oakley</u>
Project Number: <u>2011 Lowell XXXXX</u>	Review Date: <u>6/21/11</u>
Project Title: <u>ALPR 154-AL</u>	Personnel Interviewed: <u>Caroline / Susan</u>
Federal Fiscal Year: <u>2011</u>	Funding Source (e.g. 405, 410): <u>154-AL</u>
Federal Funds <u>Awarded</u> : <u>17,350.-</u>	Federal Funds <u>Expended</u> : <u>17,350.-</u>
Project Description: <u>ALPR</u>	Project Objectives: <u>Road Safety</u>

MAJOR DOCUMENTS Are the following documents in project file?

Project Agreement	<input checked="" type="radio"/> Yes / <input type="radio"/> No If "no", explain
Certification Statements	<input checked="" type="radio"/> Yes / <input type="radio"/> No If "no", explain
Project Period	<input type="checkbox"/> Entire FFY (Oct 1-Sept 30) OR From <u>2/11</u> to <u>6/11</u>
Project Modifications	Yes <input checked="" type="radio"/> No <input type="radio"/>
Progress Reports	Project Scope <input type="checkbox"/> Budget <input type="checkbox"/> Yes, all <input type="checkbox"/> Yes, some <input type="checkbox"/> No (explain) <u>NA</u>
Monthly <input type="checkbox"/> Qtrly <input type="checkbox"/> Other <input type="checkbox"/>	
Final Report	Yes / No If "no", explain
Notes/Comments:	

Budget Breakdown/Cost Categories (OPTIONAL)	
Personal Services	\$
Travel	\$
Equipment	\$ <u>17,350.-</u>
Admin. Costs	\$
Other	\$
Other	\$
Other	\$
TOTAL	\$ <u>17,350.-</u>

PROJECT MANAGEMENT

Is there sufficient problem identification to justify this project?	<input checked="" type="radio"/> Yes / <input type="radio"/> No If "no", explain
Is the contract/project agreement consistent with the current HSP?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are project goals, objectives and performance indicators measurable and reasonable?	<input checked="" type="radio"/> Yes / <input type="radio"/> No If "no", explain
Is there progress toward goals, objectives and performance indicators?	<input checked="" type="radio"/> Yes / <input type="radio"/> No If "no", explain

If not, does file explain why, or does SHSO cite this as an issue?	Yes / No If "no", explain
Was the project implemented as scheduled?	<u>Yes</u> / No If "no", explain
If not, what adjustments were made to ensure project objectives were achieved?	
Is there any evidence of highway safety training provided to project personnel?	Yes / No <u>Unknown</u> / NA
Type of training, if known:	
Do project activities fall within the scope of the specific funding source? (S. 405, S.410)	<u>Yes</u> / No / N/A
Are the progress/final reports thorough and complete?	Yes / No If "no", explain <u>N/A</u>
Notes/Comments:	

PROJECT MONITORING

Is there evidence of project monitoring in file? If so, was monitoring: On-site _____ Telephone _____ Desk Review _____ Email <u>X</u>	<u>Yes</u> / No If "no", explain
Check Those that Apply: Financial/Invoice Review _____ Project Activity Review _____	
Does the monitoring of this project comply with the SHSO monitoring policy/procedures?	<u>Yes</u> / No If "no", explain
Did monitoring verify supporting/source documentation including: Personnel Costs Purchases Travel Equipment/property	Yes / No / NA Yes / No / NA Yes / No / NA <u>Yes</u> / No / NA
Were the monitoring efforts and reporting both thorough and complete?	<u>Yes</u> / No If "no," explain
Was there documentation to show that monitoring findings and other issues were communicated to the grantee and to SHSO management?	Yes / No / <u>NA</u> If "no", explain
Were recommendations to address these issues outlined with the grantee and SHSO management?	Yes / No / <u>NA</u> If "no", explain
Were they resolved successfully?	Yes / No / <u>NA</u> If "no", explain
Notes/Comments:	

FINANCIAL MANAGEMENT (Answer all applicable questions)

Is the budget adequate and reasonable for the project's stated problems and proposed solutions?	Yes / No If "no", explain
Are claimed costs contained in the approved project budget?	Yes / No If "no", explain
Are claimed costs incurred during project period?	Yes / No If "no", explain
Do claims conform to cost principles identified in the Highway Safety Grant Funding Policy for Field-Administered Grants?	Yes / No If "no", explain
Do claims comply with any grant-specific restrictions and allowable use of funds (e.g. §405, 410)?	Yes / No If "no", explain
Does the project file provide source documentation to support each voucher/subgrantee claim for reimbursement?	Yes / No If "no", explain
Are claims reviewed and approved by authorized SHSO official(s)?	Yes / No If "no", explain
Are vouchers submitted and reimbursed in a timely manner?	Yes / No If "no", explain
Is program income documented and handled properly?	Yes / No NA If "no", explain
If program income is being used as cost sharing or matching, has regional approval been issued?	Yes / No NA If "no", explain
If project-specific match is required, is it adequate and documented?	Yes / No / NA If "no", explain
Did the grantee receive reimbursement for indirect costs?	Yes / No
If yes, does the State have documentation of:	
The subgrantee's approved indirect cost rate by the Federal Cognizant agency, OR	Yes / No
The subgrantee's indirect cost rate based upon an indirect cost allocation plan that has been negotiated and monitored by the State?	Yes / No
If the subgrantee is a State agency, does the HSO have a 10% interagency service rate/indirect cost of direct salary and wages (unless that agency has an actual Federally approved rate of less than 10%)?	Yes / No / NA
Did grantee seek reimbursement at a rate greater than the approved or negotiated rate?	Yes / No If "yes", explain

Notes/Comments:

Signed contract in March Machine received
 haven't Vouchered for it yet

--

PROJECT EQUIPMENT

NA

Was equipment in the approved project budget?	Yes / No
Did equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more receive prior written approval from the Approving Official?	Yes / No / NA If "no", explain
Did the State, subgrantee or contractor manage and dispose of equipment in accordance with State laws and procedures?	Yes / No
Did the State submit to NHTSA a written request seeking approval for disposition of equipment purchased over \$5,000 with grant funds?	Yes / No / NA
Is purchased equipment used for its intended highway safety purpose?	Yes / No If "no", explain
Notes/Comments:	

TRAVEL

NA

Was travel part of the approved project?	Yes / No / NA If "no", explain
Does the file contain supporting documentation for claimed travel costs?	Yes / No If "no", explain
Notes/Comments:	

EVALUATION

Is there evidence of project evaluation? If so, what type: Administrative Impact Other	Yes / No / NA
Notes/Comments:	

SUMMARY AND RECOMMENDATIONS

Follow-up Questions for State Project Manager:

Findings or Issues for Management Considerations:

Information Needed to Support Preliminary Concerns/Issues:

General Comments (such as project strengths):

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Interdepartmental Service Agreement (ISA) Signature Form

To be completed by Division Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

DD
Grant Manager Initials

Shirley B
Division Director Signature

11-18-10
Date

To be completed by Fiscal Staff: Document No: ISA EPS FY11 ABCCTRB 11A BGRG/BGCN
MMARS Info:

Unit:	Appropriation:	Program Code:	Amount:
<u>3920</u>	<u>8000480Y</u>	<u>FY11TRNG</u>	<u>25,000</u>
<u>CPSCCA</u>			
UAID			
			<u>11/23/10</u>
			Date

To be completed by Executive Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

Ellen G. Frank
Executive Director Signature

11-23-10
Date

To be completed a Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID) _____

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Paul A. [Signature]
Authorized Signatory

PSD
Title

11-24-10
Date

MMARS Transaction Submitted by: CPSCCA
UAID

11/26/10
Date

Vendor Name: APC 11641 2011 / AC-11-061 \$25,000



COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <u>X</u> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS/EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: TRE	
BUSINESS MAILING ADDRESS: 10 PARK PLAZA, SUITE 3720, BOSTON, MA 02116		BUSINESS MAILING ADDRESS: ONE ASHBURTON PLACE 12 TH FLOOR, BOSTON, MA 02108	
ISA MANAGER: PAUL GARRITY, BUDGET DIRECTOR, OFFICE OF GRANTS AND RESEARCH		ISA MANAGER: MEGHAN EBBS, ASSISTANT DIRECTOR OF BUSINESS & FINANCIAL OPERATIONS	
PHONE: 617-725-3373	FAX: 617-725-0260	PHONE: 617 367 3900	FAX: 617 367 3645
E-MAIL ADDRESS: PAUL.GARRITY@STATE.MA.US		E-MAIL ADDRESS: MEBBS@TRE.STATE.MA.US	

Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)

X New ISA. Current Maximum Obligation for total duration of ISA \$ \$25,000 (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)

___ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)

___ Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ ____ (Attachment B)

___ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)

___ Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.)

___ Amend Scope of Services/Performance

BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:
To conduct an Enhanced Liquor Enforcement under the direction of the Executive Office of Public Safety and Security.

WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ No X Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.

ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.

X BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.

___ BGCS – subsidiarized (budgetary)

___ Other (CT, RPO as authorized by CTR): _____

___ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.

___ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)

<u>X</u> ADD	DELETE	NO CHANGE	Account: 80004804	Fund: 0100	Major Program Code: HSPGTS	Program Code: FY11TRNG
ADD	DELETE	NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
ADD	DELETE	NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
ADD	DELETE	NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:

ISA ANTICIPATED START DATE: 10/1/10, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.

TERMINATION DATE OF THIS ISA: This ISA shall terminate on 9/30/11 unless terminated or properly amended in writing by the parties prior to this date.

BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c.29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.

BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Ellen G. Frank</u> DATE: <u>11-23-10</u> (Date must be handwritten by signatory at time of signature)		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Bruce F. Turnbull</u> DATE: <u>11-15-10</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: ELLEN FRANK		PRINT NAME: <u>Bruce F. Turnbull</u>	
PRINT TITLE: EXECUTIVE DIRECTOR, OFFICE OF GRANTS AND RESEARCH		PRINT TITLE: <u>Fiscal Manager</u>	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

The Alcoholic Beverages Control Commission (ABCC) will conduct an Enhanced Liquor Enforcement Program.

Goal: Reduce drinking among 15-20 year olds, thereby reducing the number of youth involved in drinking under the influence incidents, resulting in a reduction of DUI accidents and fatalities.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

The ABCC has developed and implemented a course series to train local and state law enforcement officers in Enforcement of the Massachusetts Liquor Control Act and False Identification and Fraudulent Document Detection. These classes will be presented to approximately 150 police departments representing 700 officers throughout the Commonwealth.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

The ABCC will provide several in-kind contributions. The investigators will provide additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. Further, the administrative staff of the ABCC also provides additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. In-kind match will be approximately 20% of total award.

A work plan, monthly timeline and specific performance measures or program implementation will be developed and submitted to the HSD within two weeks of the award of the contract.

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Contractor will participate in an ongoing HSD evaluation of the program performance, goals, and accomplishments.

The HSD prohibits the release, distribution and publication of any information prepared for the HSD without prior approval from the Program Coordinator.

The EOPSS will be notified in advance and credited in any press statements, speeches and publications conducted by the contractor regarding this contract. Copies of any statements, speeches and publications will be sent to the HSD for prior approval.

Contractor will submit a copy of any sub-contracts for the HSD review and contract file.

All printed material and incentives associated with this contract must receive prior HSD approval and include the following text: "This program is funded by the Executive Office of Public Safety and Security."

All articles produced for newsletters, newspapers and web sites must receive HSD approval prior to release.

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the month following activity. The financial and activity reports for all services conducted through June 30, 2011 must be submitted no later than July 30, 2011 or risk non-reimbursement. In-kind reports will be submitted monthly.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources. Specifically that means that no position previously funded by the Massachusetts legislature through a state agency may be supported with NHTSA funds.

No changes may be made in the approved line item budget without a written request from the contractor, followed by written approval from the HSD.

Lack of activity and failure to meet financial and programmatic deadlines may result in contract suspension or termination.

The HSD does not reimburse for tolls, parking, and entertainment.

ADDITIONAL TERMS AND CONDITIONS

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the Highway Safety Division within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

ABCC employees are specially trained for this type of training and administrative action.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ____ No x Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

A08 and A07 object codes will be utilized under this ISA. The ABCC investigators are specially trained in this function.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

No equipment purchases are currently planned. However, if equipment purchase requests are approved, the ABCC will procure, receive, maintain custody and provide upkeep of equipment indicated in the proposal. The ABCC will maintain inventory records indicating unit manufacturer, model, serial number, date of purchase, physical location of equipment and equipment condition and will include that information as equipment inventory reports for the duration of the useful life of the equipment. Reports are subject to validation by EOPSS.

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the following month.

Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the EOPSS-OGR-HSD within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

ABCC agrees to not supplant these funds with any other funds associated with the agency or funding sources.

The measurement of success/evaluation method, self-sufficiency plan, and institutional plan are identified in the attached ABCC proposal.

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement:
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- Cost Principles for Federal Grants to *State and Local Governments*
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 2**.
 - Travel costs are allowable if pre-approved by the OGR and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* - These requirements apply to only the non-profit and higher education subrecipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



- 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

Nondiscrimination Requirements – If you receive federal funds, you must comply with, and require your subcontractors, if any, to comply with, all applicable nondiscrimination requirements of federal law, which may include the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-12134), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), equal protection of the laws for faith-based organizations (Exec. Order No. 13,279), and meaningful access for persons with limited English proficiency (Exec. Order No. 13,166).

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration of the U.S. Department of Transportation offers two documents that present requirements for the use of the funds and outline the purpose of each category of grants provided.

- The links for the two programmatic and financial guide documents made available from the National Highway Traffic Safety Administration are as follows:
 - Highway Safety Grant Funding Policy:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf

Pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

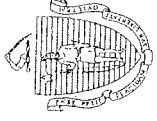
A more complete document on administrative requirements is found in 49 CFR Part 18 - the Uniform Administrative Requirement for Grants as promulgated by the U.S. Department of Transportation.

- Highway Safety Grant Management Manual:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Manl_Content1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.
- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - Requests for time extensions must to be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- OGR must receive all **requests for reimbursement** within 30 days of the end date of the contract. Requests for reimbursement received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the **request for reimbursement** is returned due to incomplete documentation, the request must be resubmitted in the time noted by OGR when the request was returned.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found the references in the federal conditions

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



- section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.
- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
 - You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
 - All grant-related documentation must be retained for a period of 6 years from the close of the contract.
 - In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
 - It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
 - If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
 - Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.
 - If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.



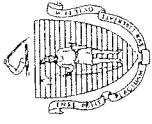
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT B - BUDGET

Check one: ☒ Initial ISA Budget
☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____
PRIOR MMARS DOCUMENT ID: _____
CURRENT Doc ID: ISAEPFY11ABCCTREI1A [See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]
(for reference - if applicable)

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2011	8000-4804	AA	Overtime/Shift Differential	\$17,793.00				
2011	8000-4804	DD	Payroll Taxes @ 1.91% And additional expenses	\$ 420.00				
2011	8000-4804	EE	Indirect Cost @ 10%	\$ 1,787.00				
2012	8000-4804	AA	Overtime/Shift Differential	\$ 4,300.00				
2012	8000-4804	DD	Payroll Taxes @ 1.91%	\$ 200.00				
2012	8000-4804	EE	Indirect Cost @ 10%	\$ 500.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA		
FISCAL YEAR: 2011	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$20,000.00
FISCAL YEAR: 2012	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 5,000.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)		\$25,000.00
Additional Budget Specifications:		



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

<input checked="" type="checkbox"/> NEW ISA	ISA AMENDMENT
BUDGET FISCAL YEAR: 2011	
SELLER/CHILD DEPARTMENT: Office of the State Treasurer/ABCC	
BUYER/PARENT DEPARTMENT: Executive Office of Public Safety and Security	
CTR ONLY - REVENUE BUREAU WILL ASSIGN	
Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW	
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)	
Appropriation Number:	Payroll Indicator: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Budgetary Estimated Receipts \$20,000.00	BGCN Document Identification No.: ISAEPSFY11ABCCCTRE11A
COST ACCOUNTING STRUCTURE (BGRG- BQ88)	
Total Maximum Obligation of ISA: \$25,000.00	BGRG Document Identification No.: ISAEPSFY11ABCCCTRE11A
MAJOR PROGRAM TABLE SET-UP	
Major Program (6 chars. or less): HSPGTS	Major Program Short Name (same as appropriation number): 80004804
Major Program Name: HIGHWAY SAFETY PROGRAMS ON GTS	
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD	
Effective From Date: 10/01/2010	Effective To Date: 11/30/2011
Program Period:	Program Period Short Name:
Program Period Name:	PROGRAM TABLE SET-UP
Effective From Date: 10/01/2010	Effective To Date: 11/30/2011
Program Name: ABCC FY11 TRAINING	Program Short Name: FY11 TRNG
Program Code: (MUST START WITH "F" followed by up to 9 characters) FY11TRNG	Sub Account: 0000
FUNDING PROFILE - FUNDING LINE	
Draw Name:	Customer ID
EDCAPS:	VC7000000001
ECHO:	VC7000000002
LOCES:	VC7000000003
SMARTLINK:	VC7000000004
ASAP- OTHER:	VC7000000005
ASAP:	VC7000000006
GRANT- NON DRAW:	VC7000000007
Payment System Code - Check one option only	
<input checked="" type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> L <input type="checkbox"/> S <input type="checkbox"/> Y <input checked="" type="checkbox"/> Z	
FUNDING IDENTIFICATION	
Federal Catalog Agency: (2 digit code) 20	Federal Catalog Suffix: (3 digit code) 600
Letter of Credit No.	

Authorized Signatory Seller/Child Department: Brian F. Turnbull Date: 11-15-10 Name: Brian F. Turnbull

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and completion of the ISA Form and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the CTR Knowledge Center under Procurement and Contracts and also at the CTR Website at: Comptroller Policies. While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

- ➔ **MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows:

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined. May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2nd Amendment)
ISA	EPS	12345678	SDF		

- ➔ **BUDGET FISCAL YEAR:** Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- ➔ **REQUEST FOR RESPONSE REFERENCE NUMBER:** If the Seller/Child responded to an RFR that was posted on CommPASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- ➔ **BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME:** Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- ➔ **BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- ➔ **ISA MANAGER:** Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- ➔ **PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- ➔ **PURPOSE OF ISA:** Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- ➔ **BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:** Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- ➔ **INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA.** Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- ➔ **ACCOUNT INFORMATION:**
 - * Check the correct option for either a BGCN— non-subsidiarized (federal, capital, trust); BGCS— subsidiarized (budgetary); Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA; or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted" or "no change" **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- ➔ **ISA ANTICIPATED START DATE:** Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure.

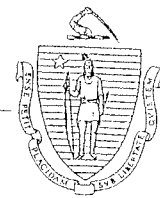
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.

- **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signatory and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- **NAME/TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly.
NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidiary transfer "TS") prior to submission to CTR. All ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.
- **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail or the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, and description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
 - * Check "Initial ISA Budget", or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - o **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - o **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - o **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). If the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line item is authorized, specifying the estimated amount of the authorized expenditure. Line items break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - o **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category, (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - o **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this lineitem, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - o **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - o **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased.
 - o **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year

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- Column "I" New Amount After Amendment is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
- * FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.
 - Fiscal Year Subtotals. For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
 - Total Maximum Obligation for Duration of ISA. Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.
- ➔ **ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT** (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.
 - * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
 - * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA.
 - * *Skip the Revenue Budget and Revenue Source which will be completed by CTR.*
 - * CENTRAL BUDGET STRUCTURE:
 - Appropriation Number. Enter the Appropriation Number assigned by ANF.
 - Payroll Indicator. Enter a Payroll indicator of Yes or No.
 - Estimated Budgetary Receipts. Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year).
 - BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * COST ACCOUNTING STRUCTURE.
 - Total Maximum Obligation of ISA or ISA Amendment Amount. For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * MAJOR PROGRAM TABLE SET-UP. This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management– WASTE. All documents (contracts, encumbrances, payments will reference this code.) All documents (contracts, encumbrances, payments will reference this code.)
 - Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.
 - Major Program Name. Enter the full Major Program Name.
 - Major Program Short Name. Enter the Major Program Short Name.
 - * PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP). Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period- EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - Enter the Program Effective From Date and Effective to Date.
 - Enter the Program Period or Extended Program Period (EPP) information.
 - Enter the Program Period Name, and Program Period Short Name.
 - * PROGRAM TABLE SET-UP.
 - Enter Program Name. For example a program could be for "storm water discharge"
 - Enter Program Short Name.
 - Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F" This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge– the program code would be "Fstormdis" All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a subaccount changes, this code must change.
 - * FUNDING PROFILE - Funding Line. This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code.
 - * FUNDING IDENTIFICATION.
 - Federal Catalog Agency Code. Enter the 2 digit Federal Catalog Agency code.
 - Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place– 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: **617-973-2468**

**EOPSS
Office of Grants and Research
Highway Safety Division**

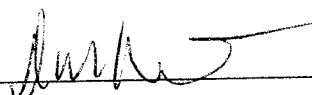
Senior Manager Letter/Form Checklist

☐ Secretary or U/S
☒ OGR Executive Director
☐ HSD Director

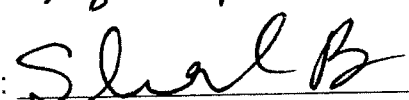
Brief Statement of Purpose of Letter or Form

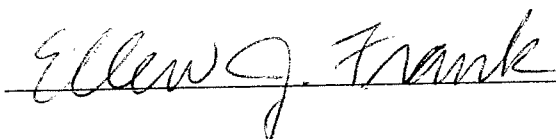
Attached are two Notices of Intent for the Alcoholic Beverages Control Commission to conduct Compliance Checks (\$120,000) and to provide training to state and local police departments regarding the MA Liquor Control Act and False Identification and Fraudulent Document Detection (\$25,000). The projects are be listed in the FFY 2011 HSPP under tasks AL-11-07 and AL-11-08 and should begin around October 1, 2010. These notices will be posted on the HSD website for one week after approval.

Please be sure to retain a copy of the letter or form in the program file. Also, as appropriate, please provide copies to Secretary, OGR Executive Director, HSD Director, and/or fiscal.

Grants Manager's signature:  date: 8/30/10

Supervisor's signature:  date: 8/30/10

Division Director's signature:  date: 8/30/10

Executive Director:  date: 9-3-10

NOTICE OF INTENT to award funds to the Alcoholic Beverages Control Commission to provide training on Massachusetts Liquor Control Act and false identification and fraudulent document detection

The Executive Office of Public Safety and Security (EOPSS) intends to award \$25,000 in federal funds, made available to Massachusetts by the U.S. Department of Transportation, National Highway Traffic Safety Administration, to the Alcoholic Beverages Control Commission to fund training to local and state police departments on enforcement of the Massachusetts Liquor Control Act and on false identification and fraudulent document detection. Trainings enhance the prevention of underage drinking and drunk driving by developing local police department knowledge of and involvement in liquor law enforcement. The services provided through this project will allow up to 900 police officers from 150 departments to receive training at numerous locations throughout the Commonwealth.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

NOTICE OF INTENT to award funds to the Alcoholic Beverages Control Commission to conduct Compliance Checks

The Executive Office of Public Safety and Security-Highway Safety Division (EOPSS-HSD) intends to award \$120,000 in federal funds, made available to Massachusetts by the Office of Juvenile Justice and Delinquency Prevention, to the Alcoholic Beverages Control Commission to conduct enhanced liquor enforcement Compliance Checks and associated underage drinking enforcement operations. The objective of this operation is to prevent the sale of alcoholic beverages to underage individuals by licensed establishments throughout the Commonwealth. Compliance Checks will be performed in approximately 150 communities with a focus on communities that have not been targeted recently or that demonstrated a high failure rate in 2009 or 2010.

A Compliance Check is a tool to identify alcohol establishments that sell alcohol to underage youth. Compliance Checks can be used for two purposes:

- Enforcement: to enforce state criminal statutes, local administrative ordinances, or both.
- Educational: to identify, warn, and educate alcohol establishments that serve or sell alcohol to underage youth.

Generally, Compliance Checks are implemented by the following procedures:

- Alcohol licensees are informed that Compliance Checks will occur at various times throughout the year and about potential penalties for selling alcohol to underage youth.
- While an enforcement agent (police officer or other authorized person) waits outside the premises, a person under age 21 attempts to purchase or order an alcoholic beverage.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. The ABCC is the only entity that conducts Compliance Checks statewide. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Payment Signature Form

To be completed by Grant Manager:

I hereby certify that the attached reimbursement or payment request and supporting documentation are allowable costs for the specified grant program and authorize the Executive Office of Public Safety Fiscal Personnel to process the payment.

Grant Manager Signature

Date

To be completed by Division Director:

I hereby certify that the attached reimbursement or payment request and supporting documentation are allowable costs for the specified grant program and authorize the Executive Office of Public Safety Fiscal Personnel to process the payment.

Division Director Signature

Date

To be completed by Fiscal Staff: Document No: _____

Trans Code: _____

Unit: _____

Appropriation: _____

Program Code: _____

Amount: _____

UAID _____

Date _____

To be completed by Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID) _____

☐ Live Signature Used: (Administrator with DHS)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Authorized Signatory _____

Title _____

Date _____

MMARS Transaction Submitted by: _____

UAID _____

Date _____

AT 1300 / 76-11-08 / 15412011 / 4 / 375.89
Grantee / Federal Program / Federal Fiscal Year / Amount

INVESTIGATOR	Date	City	Shift	Rg Hr	Rte	Pay	OT Hours	OT Rate	OT pay	ND Hours	ND Rate	ND Total	TOTAL	Cumm	Dec Balance
INVESTIGATOR	Date	City	Shift	Rg Hr	Rte	Pay	OT Hours	OT Rate	OT pay	ND Hours	ND Rate	ND Total	TOTAL	Cumm	Dec Balance
Caroline Guarino	1/28/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Paul Capurso	1/28/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Dennis Keefe	1/28/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 34.74	\$17.37	5.5	\$ 52.11	\$ 286.61		\$ 1.25	\$ -	\$303.98		
Mark Kenny	1/28/2011	Plymouth MPTC Academy	7a-12p	0.5	\$ 38.14	\$19.07	4.5	\$ 57.21	\$ 257.45		\$ 1.25	\$ -	\$276.52	\$1,227.82	\$ 16,072.19
Caroline Guarino	2/4/2011	Westfield PD	830a-430p	0.5	\$ 36.99	\$18.50	7.5	\$ 55.49	\$ 416.14		\$ 1.25	\$ -	\$434.63		
Jan Kujawski	2/4/2011	Westfield PD	9a - 2p	0.5	\$ 36.99	\$18.50	4.5	\$ 55.49	\$ 249.68		\$ 1.25	\$ -	\$268.18		
Caroline Guarino	2/9/2011	Southbridge Fraud Investigators	730a - 12p	0.5	\$ 36.99	\$18.50	4	\$ 55.49	\$ 221.94		\$ 1.25	\$ -	\$240.44	\$2,369.49	\$ 14,930.51
Rose Bailey	2/9/2011	Southbridge Fraud Investigators	8a - 12p	0.5	\$ 34.51	\$17.26	3.5	\$ 51.77	\$ 181.18		\$ 1.25	\$ -	\$198.43		
Caroline Guarino	3/4/2011	Plymouth MPTC Academy	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$351.41		
Paul Capurso	3/4/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Mark Kenny	3/4/2011	Plymouth MPTC Academy	7a-12p	0.5	\$ 38.14	\$19.07	4.5	\$ 57.21	\$ 257.45		\$ 1.25	\$ -	\$276.52		
Brad Doyle	3/4/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 33.31	\$16.66	5.5	\$ 49.97	\$ 274.81		\$ 1.25	\$ -	\$291.46	\$3,612.54	\$ 13,687.46
Caroline Guarino	3/7/2011	US Coast Guard	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$351.41		
Jan Kujawski	3/7/2011	US Coast Guard	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66	\$4,287.61	\$ 13,012.40
Caroline Guarino	3/16/2011	State Police Academy	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$351.41		
Paul Capurso	3/16/2011	State Police Academy	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$351.41	\$5,320.45	\$ 11,979.56
Dennis Keefe	3/16/2011	State Police Academy	530a - 12p	0.5	\$ 34.74	\$17.37	6	\$ 52.11	\$ 312.66	0.5	\$ 1.25	\$ 0.63	\$213.32		
Caroline Guarino	3/29/2011	Gloucester PD - CC Trng	230p - 630p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$268.18	\$5,801.94	\$ 11,498.06
Caroline Guarino	4/4/2011	Lowell Police Academy	8a - 1p	0.5	\$ 36.99	\$18.50	4.5	\$ 55.49	\$ 249.68		\$ 1.25	\$ -	\$323.66		
Caroline Guarino	4/11/2011	Buckland Area Police Depts	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Caroline Guarino	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 200.24		\$ 1.25	\$ -	\$212.69		
Caroline Guarino	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$219.31		
John Carey	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$212.69		
Jan Kujawski	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$212.69		
Caroline Guarino	4/13/2011	Falmouth Area Police Depts	7a - 3p	0.5	\$ 36.99	\$18.50	7.5	\$ 55.49	\$ 416.14		\$ 1.25	\$ -	\$434.63	\$7,653.07	\$ 9,646.93
Mark Kenny	4/13/2011	Falmouth Area Police Depts	7a - 3p	0.5	\$ 38.14	\$19.07	7.5	\$ 57.21	\$ 429.08		\$ 1.25	\$ -	\$448.15	\$7,930.50	\$ 9,369.51
Caroline Guarino	5/7/2011	Boston	12p-5p		\$ 36.99	\$0.00	5	\$ 55.49	\$ 277.43		\$ 1.25	\$ -	\$212.69	\$8,362.49	\$ 8,937.51
Caroline Guarino	5/10/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$219.31		
Caroline Guarino	5/10/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$212.69		
Mark Kenny	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$219.31		
Caroline Guarino	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$219.31		
John Carey	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$219.31		
Mark Kenny	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Caroline Guarino	5/25/2011	MBTA Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Jan Kujawski	5/25/2011	MBTA Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66	\$9,984.78	\$ 7,315.22
Michael Teehan	5/25/2011	MBTA Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
						\$609.03			\$ 9,375.13			\$ 0.63	\$9,984.78		
						\$ 201.71						\$ 0.21		\$ 201.92	\$ 2%
						\$ 60.90						\$ 0.06		\$ 998.48	\$ 10%
						\$ 11.63						\$ 0.01		\$ 190.71	\$ 2%
						\$274.25						\$ 0.28		\$ 1,391.11	\$ 14%
						\$ 213.34						\$ 0.22		\$ 392.63	\$ 4%

MAIL TO: Dan DeMille
Highway Safety Division, EOPSS
10 Park Plaza - Suite 3720
Boston, MA 02116
617-725-3341 No faxes allowed

Reporting Period: January 1, 2011 - May 31, 2011
ABCC- Training

[illegible]

<u>Date</u>	<u>Department</u>	<u>Subject</u>	<u>Departments</u>	<u>Officers</u>
1/28/2011	Plymouth Police Academy	Fraudulent Documents	5	60
2/4/2011	Westfield	Liquor Laws and Compliance Checks	1	20
2/9/2011	Southbridge (Fraud Investigators)	Fraudulent Documents	2	17
3/4/2011	Plymouth Police Academy	Fraudulent Documents	15	35
3/16/2011	State Police Academy	Fraudulent Documents	15	28
3/21/2011	Leicester Pd	Liquor Laws and Fraudulent Documents	1	15
4/4/2011	Lowell Police Academy	Liquor Laws and Compliance Checks	2	15
4/11/2011	Buckland PD	Liquor Laws and Compliance Checks	4	10
4/12/2011	Plymouth Police Academy	Liquor Laws and Fraudulent Documents	10	21
4/13/2011	Falmouth Police Department	Liquor Laws and Fraudulent Documents	8	30
5/4/2011	Barnstable Police Department	Liquor Laws	1	5
5/24/2011	Plymouth Police Academy	Fraudulent Documents	10	41
5/25/2011	MBTA Police Academy	Fraudulent Documents	15	36
			89	333

**MAIL TO: Dan DeMille
Highway Safety Division, EOPSS
10 Park Plaza Suite 3720
Boston, MA 02116**

Reporting Period: February 1, 2011 - May 31, 2011
ABCC- Training

Document #: ISAEPSABCC4804TRE09B
Program Code: EV007P01C

617.725.3341 No Faxes Accepted.

Original (signed in blue ink) Plus One Copy Required

[illegible]

[illegible]

**Executive Office of Public Safety and Security
Highway Safety Division
Desk Review/Site Visit Worksheet**

AWARD INFORMATION

- Department/Organization ABCC
- Department/Organization Contact Person Ted Mahony
- Department/Organization Contact Phone Number 617 727 3040 x14
- Department/Organization Contact Email Frederick.Mahony@statema.us
- Department/Organization Contact Mailing Address 239 Causeway Street Boston
02114
- EOPSS/HSD Program Manager/Coordinator Dan DeMille
- HSP Task Number AL-11-08/09
- Contract Start Date 11/10
- Contract End Date 9/30/11
- Award Amount \$120,000 and \$25,000
- Funding Source OJJDP and 164

REVIEW INFORMATION

- Date of Review 1/10/11
- Review Type
 - Desk Review
 - Phone Review
 - Site Visit - X
- What prompted this review?
 - Start of new contract
- Personnel interviewed by name and title
 - Ted Mahony, Chief Investigator and Caroline Wilichoski, Senior Investigator

ACTIVITIES and REPORTS

- Describe what the program is and what activities are in operation?
 - Compliance Checks and Fraudulent ID Detection classes
- Are activities consistent with all objectives of project?
 - Thus far, projects are just underway
- Was the project implemented as scheduled? If not, what adjustments were made to ensure project objectives were achieved?
 - Projects are just underway
- Does the project comply with applicable grant-specific requirements? If not, why and are revisions necessary?
 - Projects are just underway
- Is there progress towards goals, objectives, and performance indicators?
 - Projects are just underway
- Are there any special conditions being addressed? If yes, indicate what and how.
 - Conditions are outlined in ISA. Nothing out of the ordinary.
- What is the approximate percent of scope of services completed?
 - 5%
- Is there a need for revisions? If yes, indicate what and that budget revisions will be submitted in writing.
 - No need
- What type of reporting is required: ☒ Monthly ☐ Quarterly ☐ Annual ☐ Other (specify)?
- Is the department/organization current in its submission of reports/invoices?
 - Yes
- If reports/invoices were not submitted on time, what actions were taken?
 - N/A
- Are the progress/final reports thorough and complete?
 - None due at this point

FINANCE

- Were vouchers submitted in a timely manner?
 - Yes
- Are claimed costs approved in the project budget?
 - Yes

- Are adequate records being maintained regarding all project costs and activities?
 - Yes
- Does the documentation on file support claim(s)?
 - Yes
- Is program in-kind documented?
 - Yes
- Is there a need for budget revisions?
 - No
- Is a further review by HSD fiscal personnel recommended?
 - No

EQUIPMENT

- Has equipment been purchased during this contract agreement period?
 - No
- Was equipment in approved project budget?
 - N/A
- Is equipment inventory complete?
 - N/A
- Was written approval from NHTSA obtained prior to equipment purchase over \$5,000?
 - N/A
- Is purchased equipment used for its intended highway safety purpose?
 - N/A
- Has any equipment been destroyed or surplus? If so, why and when?
 - N/A

TRAVEL

- Was travel part of approved project? If so, was travel in-state or out-of-state? If out of state, was HSD travel form approved by program manager and HSD Director?
 - No travel approved
- Does file contain supporting documentation for claimed travel costs?
 - N/A

REVIEW SUMMARY

- Provide a general summary of this visit
 - Kick off meeting to discuss past successes, to outline what will be done this year and to discuss future opportunities.
- Successes/Accomplishments
 - HSD staff was able to get a better understanding of ABCC activities and to provide partnership and media suggestions.
- Please list any issues that need addressing
 - Future programming and funding sources will be discussed next month
- Suggestions for Improvement
 - N/A
- Does the department/organization have any concern that they would like to have addressed?
 - No.
- Does the organization need any technical assistance or materials?
 - Cindy Campbell will provide media assistnace
 - Caroline will invite *fix* ABCC to NHISA
- Will there be any follow-up?
 - . Next month to discuss the plan for next year
 - DDACT training @ (done)*
- If this was a desk/phone review is a site visit necessary?
 - N/A

Monitor's Name:

Dan DeMille

Signature of Monitor:

[Signature] Date: 1/10/11

Signature of Monitor's Supervisor:

[Signature] Date: 1/10/11

Demille, Daniel (OGR)

From: Frederick Mahony [Frederick.Mahony@state.ma.us]
Sent: Saturday, January 08, 2011 12:03 AM
To: Dan Demille
Cc: Hymoff, Caroline (MISC); Sheila (CCJ) Burgess-Hill; Wilichoski, Caroline (TRE)
Subject: An interesting report for our meeting

I thought this article would be of interest for our meeting next week.

Ted

Alcohol and crime go hand in hand

In Laramie county, 70.25 percent of arrests involved alcohol.

By Lindsey Erin Kroskob
lkroskob@wyomingnews.com

CHEYENNE -- Local law enforcement agencies are stepping up their game when it comes to fighting alcohol-related crime, but officials say the root of the problem starts with community social norms.

A report funded by the Wyoming Association of Sheriffs and Chiefs of Police shows an upward trend in the correlation between alcohol and crime within the state and county.

Of Laramie County's 1,852 total arrests last year, 1,301, or 70.25 percent, involved alcohol.

"These statistics clearly indicate the need for continued education and enforcement in our community," Cheyenne Police Sgt. Rob Dafoe said. "The numbers make it clear that alcohol abuse drives a high percentage of criminal behavior in our city."

The report also showed that about 47 percent of domestic violence arrests and 37.5 percent of assault arrests involved alcohol. Driving under the influence arrests accounted for about 43 percent of the total.

"I think the trends are steady to upward in nature here locally, so we have to become more innovative and change our thought processes and our efforts to make that positive response," Laramie County Sheriff Danny Glick said.

He said the number of DUI arrests in the county is "substantial."

"Anytime somebody gets behind the wheel when they've had too much to drink, it's an issue," Glick said.

The numbers are a good representation of what local and state law enforcement are up against, Dafoe said.

"Cheyenne is no different than any other community," he said. "Alcohol and drugs contribute to approximately 70 percent of our workload."

He said this also has an enormous impact on the department's system and resources. Processing a DUI takes anywhere from one to two hours, taking officers away from possible burglary and domestic dispute calls.

Many times, intoxicated individuals also require medical clearance to enter the jail, and officers are required to stay with them throughout the process, which can take four to six hours.

"These statistics are used to educate our governing bodies, our educators and the general public," Dafoe said. "The report demonstrates the need to increase the resources available to law enforcement agencies to confront this growing problem."

Authorities agree that there is no easy solution to the problem.

"Increased education and enforcement to offenders are high on the list, but each area costs a community (like Cheyenne) more and more to accommodate," Dafoe said. "Just like any business or public provider, law enforcement agencies are expected to keep the same level of service or increase it with fewer resources, such as equipment and staffing."

Shifting manpower and resources to engage a specific alcohol problem, such as drinking under age, can be temporarily effective, Dafoe said, but this common reaction can create a deficit in another area, resulting in different crime trends.

Dafoe and Glick said the statistics in the report are also given as a resource to legislators so they have the ability to make informed decisions.

"If we keep making these numbers available and getting it in front of the people who make the legislative decisions, I think it benefits all of us because then we don't make a decision without data-based information," Glick said. "Organizationally, when we look at the numbers, we will identify trends, sites, dates, times when we seem to have the biggest problems of violations concerning alcohol."

The departments then focus their street operations on area "hot spots" where they will have the greatest effect.

But overall, they said, the best way to combat the problem is to go to the source and change the community's perceptions of social norms.

"It is imperative that we build strong coalitions that work together to change the social acceptance of binge drinking or driving impaired, which will reduce our call load and ultimately save lives," Cheyenne Police Chief Brian Kozak said.

Glick added that talking to bar owners and servers, encouraging TIPS training and working with the Wyoming Liquor Commission takes that one step further.

"I don't think any one thing will solve the issue because it's too broad-based. But if we can bring everyone together who can make a difference and able to bring monies and data and efforts all together, then we've made a positive difference," he said. "I think between the training that law enforcement officers receive and being able to call on those social agencies is a real plus, but a person's family, friends are critical in taking care of some of those issues."

Overall, Dafoe said Cheyenne's alcohol and crime connection is typical of a community this size.

"That is, our ratio of law enforcement contacts and alcohol-related incidents is probably near the state and national average," he said. "Every law enforcement agency across the country struggles with drugs and alcohol-related crime."

"While some geographical areas may be slightly higher or lower in the statistical area, the problem persists throughout the world of law enforcement."

But both Kozak and Glick agree that Cheyenne is making strides and combating the issue with the establishment of the Cheyenne Regional "Make My Night" DUI Task Force.

"The future looks promising for Cheyenne since we are forming multi-agency approaches to reduce the problem," Kozak said.

"None of us have enough people to go out and effect in the numbers that we'd like to without interagency cooperation," Glick added.

Both agencies will continue to work together to mitigate the impact of alcohol on the community, especially innocent victims of alcohol-related crime.

Dafoe said they also will continue to take advantage of federal and state grant funding to combat crime in these areas.

"Perhaps the struggling economy could be suspect, but the results are loud and clear: The impact that alcohol has on crime in Cheyenne and across America cannot be ignored," Dafoe said. "It burdens our police officers, it bogs down our jails/courts, and it challenges our everyday quality of life."

By the numbers

2009 statewide statistics related to

alcohol and crime:

Alcohol was involved in 72.09 percent of all arrests.

Alcohol was involved in 75.44 percent of all misdemeanor arrests.

Arrests for public intoxication accounted for 13.5 percent of all arrests.

The average blood-alcohol content for persons arrested for public intoxication was .22.

Driving under the influence arrests accounted for 36.4 percent of all arrests.

The average BAC for those arrested for DUI statewide was .1525.

46 percent of those arrested for DUI had a BAC of more than .16, and 7 percent had a BAC of more than .24.

85.4 percent of traffic crashes resulting in an arrest involved alcohol.

Alcohol was involved in 50 percent of juvenile arrests.

Underage DUI arrests accounted for 7.6 percent of all DUI arrests.

Methamphetamine was involved in 2.5 percent of all arrests, and "other drugs" accounted for 9.5 percent.

Drugs were involved in 17 percent of juvenile arrests.

Laramie County numbers from the report include:

Laramie County had 1,852 arrests last year.

1,301 (70.25 percent) arrests involved alcohol, 197 (10.64 percent) involved drugs.

229 (12.37 percent) people were arrested for public intoxication.

80.94 percent of arrests were male, 17.3 percent were female.

76.08 percent of arrests involved people who live in Laramie County, 2.65 percent were out-of-county visitors, and 10.21 percent were from out of state.

76.75 percent of misdemeanor arrests involved alcohol, 8.05 percent involved drugs.

15.82 percent of felony arrests involved alcohol, 29.59 percent involved drugs.

46.98 percent of domestic violence arrests involved alcohol, 2.33 percent involved drugs.

37.5 percent of assault arrests involved alcohol, 6.94 percent involved drugs.

Source: Alcohol & Crime in Wyoming 2009-2010, funded by a federal highways grant to the Wyoming Association of Sheriffs and Chiefs of Police from the Wyoming Department of Transportation's Highway Safety Program



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

One Ashburton Place, Room 2133
Boston, Massachusetts 02108

Tel: (617) 727-7775

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www.mass.gov/eops

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

November 8, 2010

Treasurer Timothy Cahill
Office of the State Treasurer
State House Room 227
Boston, MA 02133

Dear Treasurer Cahill:

I am pleased to inform you that the Office of the State Treasurer, Alcoholic Beverages Control Commission has been awarded two Inter-Departmental Service Agreements (ISA) totaling \$145,000.00 in federal highway safety funding by the Executive Office of Public Safety and Security for a Compliance Checks program and an underage drinking enforcement training program

Please review the enclosed documents and return your signed Inter-Departmental Service Agreements to Dan DeMille at the Executive Office of Public Safety and Security's Highway Safety Division, 10 Park Plaza, Suite 3720, Boston, MA 02116. Your project periods will begin when the Office of Grants and Research's Executive Director signs your contracts and funding becomes available through MMARS. Any expenses incurred before the official start dates will not be reimbursed.

If you have any questions, please feel free to contact Sheila Burgess, Director of the Highway Safety Division at 617.725.3307 or Sheila.burgess-hill@state.ma.us or Dan DeMille, Program Coordinator at 617.725.3341 or Daniel.DeMille@state.ma.us.

Sincerely,

Mary Elizabeth Heffernan
Secretary of Public Safety and Security

CC: Ted Mahony, ABCC

EOPSS
Office of Grants and Research
Highway Safety Division

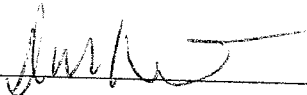
Senior Manager Letter/Form Checklist

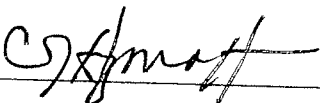
☐ Secretary or U/S
☒ OGR Executive Director
☐ HSD Director

Brief Statement of Purpose of Letter or Form

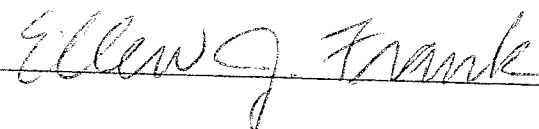
Attached are two Notices of Intent for the Alcoholic Beverages Control Commission to conduct Compliance Checks (\$120,000) and to provide training to state and local police departments regarding the MA Liquor Control Act and False Identification and Fraudulent Document Detection (\$25,000). The projects are be listed in the FFY 2011 HSPP under tasks AL-11-07 and AL-11-08 and should begin around October 1, 2010. These notices will be posted on the HSD website for one week after approval.

Please be sure to retain a copy of the letter or form in the program file. Also, as appropriate, please provide copies to Secretary, OGR Executive Director, HSD Director, and/or fiscal.

Grants Manager's signature:  date: 8/30/10

Supervisor's signature:  date: 8/30/10

Division Director's signature:  date: 8/30/10

Executive Director:  date: 9-3-10

NOTICE OF INTENT to award funds to the Alcoholic Beverages Control Commission to provide training on Massachusetts Liquor Control Act and false identification and fraudulent document detection

The Executive Office of Public Safety and Security (EOPSS) intends to award \$25,000 in federal funds, made available to Massachusetts by the U.S. Department of Transportation, National Highway Traffic Safety Administration, to the Alcoholic Beverages Control Commission to fund training to local and state police departments on enforcement of the Massachusetts Liquor Control Act and on false identification and fraudulent document detection. Trainings enhance the prevention of underage drinking and drunk driving by developing local police department knowledge of and involvement in liquor law enforcement. The services provided through this project will allow up to 900 police officers from 150 departments to receive training at numerous locations throughout the Commonwealth.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

**NOTICE OF INTENT to award funds to the Alcoholic Beverages Control
Commission to conduct Compliance Checks**

The Executive Office of Public Safety and Security-Highway Safety Division (EOPSS-HSD) intends to award \$120,000 in federal funds, made available to Massachusetts by the Office of Juvenile Justice and Delinquency Prevention, to the Alcoholic Beverages Control Commission to conduct enhanced liquor enforcement Compliance Checks and associated underage drinking enforcement operations. The objective of this operation is to prevent the sale of alcoholic beverages to underage individuals by licensed establishments throughout the Commonwealth. Compliance Checks will be performed in approximately 150 communities with a focus on communities that have not been targeted recently or that demonstrated a high failure rate in 2009 or 2010.

A Compliance Check is a tool to identify alcohol establishments that sell alcohol to underage youth. Compliance Checks can be used for two purposes:

- Enforcement: to enforce state criminal statutes, local administrative ordinances, or both.
- Educational: to identify, warn, and educate alcohol establishments that serve or sell alcohol to underage youth.

Generally, Compliance Checks are implemented by the following procedures:

- Alcohol licensees are informed that Compliance Checks will occur at various times throughout the year and about potential penalties for selling alcohol to underage youth.
- While an enforcement agent (police officer or other authorized person) waits outside the premises, a person under age 21 attempts to purchase or order an alcoholic beverage.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. The ABCC is the only entity that conducts Compliance Checks statewide. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Interdepartmental Service Agreement (ISA) Signature Form

To be completed by Division Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

DD
Grant Manager Initials

[Signature]
Division Director Signature

11-18-10
Date

To be completed by Fiscal Staff: Document No: _____
MMARS Info:

BGRG/BGCN

Unit:

Appropriation:

Program Code:

Amount:

UAID

Date

To be completed by Executive Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

[Signature]
Executive Director Signature

11-23-10
Date

To be completed a Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID) _____

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Authorized Signatory

Title

Date

MMARS Transaction Submitted by: _____

UAID

Date

Vendor Name: April 16th 2011 / AC-0-081 BGRG

COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM



This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER. OR <u>X</u> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS/EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: TRE	
BUSINESS MAILING ADDRESS: 10 PARK PLAZA, SUITE 3720, BOSTON, MA 02116		BUSINESS MAILING ADDRESS: ONE ASHBURTON PLACE 12 TH FLOOR, BOSTON, MA 02108	
ISA MANAGER: PAUL GARRITY, BUDGET DIRECTOR, OFFICE OF GRANTS AND RESEARCH		ISA MANAGER: MEGHAN EBBS, ASSISTANT DIRECTOR OF BUSINESS & FINANCIAL OPERATIONS	
PHONE: 617-725-3373	FAX: 617-725-0260	PHONE: 617 367 3900	FAX: 617 367 3645
E-MAIL ADDRESS: PAUL.GARRITY@STATE.MA.US		E-MAIL ADDRESS: MEBBS@TRE.STATE.MA.US	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)			
<u>X</u> New ISA. Current Maximum Obligation for total duration of ISA \$ <u>\$25,000</u> (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)			
___ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)			
___ Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B)			
___ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)			
___ Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.)			
___ Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: To conduct an Enhanced Liquor Enforcement under the direction of the Executive Office of Public Safety and Security.			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ No <u>X</u> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option. indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.			
<u>X</u> BGCN - non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.			
___ BGCS - subsidiarized (budgetary)			
___ Other (CT, RPO as authorized by CTR): _____			
___ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.			
___ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<u>X</u> ADD	DELETE	NO CHANGE	Account: 80004804 Fund: 0100 Major Program Code: HSPGTS Program Code: FY11TRNG
ADD	DELETE	NO CHANGE	Account: Fund: Major Program Code: Program Code:
ADD	DELETE	NO CHANGE	Account: Fund: Major Program Code: Program Code:
ADD	DELETE	NO CHANGE	Account: Fund: Major Program Code: Program Code:
ISA ANTICIPATED START DATE: <u>10/1/10</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>9/30/11</u> unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c.29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA. In addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Ellen Frank</u> DATE: <u>11-23-10</u> (Date must be handwritten by signatory at time of signature)		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Bruce F. Turnbull</u> DATE: <u>11-15-10</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: ELLEN FRANK		PRINT NAME: <u>Bruce F. Turnbull</u>	
PRINT TITLE: EXECUTIVE DIRECTOR, OFFICE OF GRANTS AND RESEARCH		PRINT TITLE: <u>Fiscal Manager</u>	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller: All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications: By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications: Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer: The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager: Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records: The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation: The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension: An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice: Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality: The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPAA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment: The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child: Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment: In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers: Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss: The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

Disputes: The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration: Any amendment or attachment to any ISA that contains conflicting language or has the effect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

The Alcoholic Beverages Control Commission (ABCC) will conduct an Enhanced Liquor Enforcement Program.

Goal: Reduce drinking among 15-20 year olds, thereby reducing the number of youth involved in drinking under the influence incidents, resulting in a reduction of DUI accidents and fatalities.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

The ABCC has developed and implemented a course series to train local and state law enforcement officers in Enforcement of the Massachusetts Liquor Control Act and False Identification and Fraudulent Document Detection. These classes will be presented to approximately 150 police departments representing 700 officers throughout the Commonwealth.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

The ABCC will provide several in-kind contributions. The investigators will provide additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. Further, the administrative staff of the ABCC also provides additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. In-kind match will be approximately 20% of total award.

A work plan, monthly timeline and specific performance measures or program implementation will be developed and submitted to the HSD within two weeks of the award of the contract.

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Contractor will participate in an ongoing HSD evaluation of the program performance, goals, and accomplishments.

The HSD prohibits the release, distribution and publication of any information prepared for the HSD without prior approval from the Program Coordinator.

The EOPSS will be notified in advance and credited in any press statements, speeches and publications conducted by the contractor regarding this contract. Copies of any statements, speeches and publications will be sent to the HSD for prior approval.

Contractor will submit a copy of any sub-contracts for the HSD review and contract file.

All printed material and incentives associated with this contract must receive prior HSD approval and include the following text: "This program is funded by the Executive Office of Public Safety and Security."

All articles produced for newsletters, newspapers and web sites must receive HSD approval prior to release.

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the month following activity. The financial and activity reports for all services conducted through June 30, 2011 must be submitted no later than July 30, 2011 or risk non-reimbursement. In-kind reports will be submitted monthly.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources. Specifically that means that no position previously funded by the Massachusetts legislature through a state agency may be supported with NHTSA funds.

No changes may be made in the approved line item budget without a written request from the contractor, followed by written approval from the HSD.

Lack of activity and failure to meet financial and programmatic deadlines may result in contract suspension or termination.

The HSD does not reimburse for tolls, parking, and entertainment.

ADDITIONAL TERMS AND CONDITIONS

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the Highway Safety Division within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

ABCC employees are specially trained for this type of training and administrative action.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ____ No X Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

A08 and A07 object codes will be utilized under this ISA. The ABCC investigators are specially trained in this function.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

No equipment purchases are currently planned. However, if equipment purchase requests are approved, the ABCC will procure, receive, maintain custody and provide upkeep of equipment indicated in the proposal. The ABCC will maintain inventory records indicating unit manufacturer, model, serial number, date of purchase, physical location of equipment and equipment condition and will include that information as equipment inventory reports for the duration of the useful life of the equipment. Reports are subject to validation by EOPSS.

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the following month.

Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the EOPSS-OGR-HSD within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

ABCC agrees to not supplant these funds with any other funds associated with the agency or funding sources.

The measurement of success/evaluation method, self-sufficiency plan, and institutional plan are identified in the attached ABCC proposal.

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement:
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- Cost Principles for Federal Grants to *State and Local Governments*
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 2**.
 - Travel costs are allowable if pre-approved by the OGR and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* - These requirements apply to only the non-profit and higher education subrecipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



- o 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

Nondiscrimination Requirements – If you receive federal funds, you must comply with, and require your subcontractors, if any, to comply with, all applicable nondiscrimination requirements of federal law, which may include the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-12134), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), equal protection of the laws for faith-based organizations (Exec. Order No. 13,279), and meaningful access for persons with limited English proficiency (Exec. Order No. 13,166).

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration of the U.S. Department of Transportation offers two documents that present requirements for the use of the funds and outline the purpose of each category of grants provided.

- The links for the two programmatic and financial guide documents made available from the National Highway Traffic Safety Administration are as follows:
 - o Highway Safety Grant Funding Policy:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf

Pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

A more complete document on administrative requirements is found in 49 CFR Part 18 - the Uniform Administrative Requirement for Grants as promulgated by the U.S. Department of Transportation.

- o Highway Safety Grant Management Manual:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_ManI_Content1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

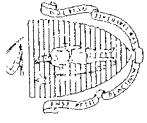
- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - o If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - o Requests for time extensions must be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- OGR must receive all **requests for reimbursement** within 30 days of the end date of the contract. Requests for reimbursement received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the **request for reimbursement** is returned due to incomplete documentation, the request must be resubmitted in the time noted by OGR when the request was returned.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency.
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found the references in the federal conditions

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.

- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
- You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
 - All grant-related documentation must be retained for a period of 6 years from the close of the contract.
- In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
- It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
- Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.
- If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT B - BUDGET

Check one: ☒ Initial ISA Budget ☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____
(for reference - if applicable)

PRIOR MMARS DOCUMENT ID: _____

CURRENT DOC ID: **ISAEPSFY11ABCCTREIIA**

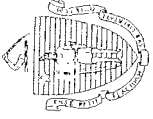
[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2011	8000-4804	AA	Overtime/Shift Differential	\$17,793.00				
2011	8000-4804	DD	Payroll Taxes @ 1.91% And additional expenses	\$ 420.00				
2011	8000-4804	EE	Indirect Cost @ 10%	\$ 1,787.00				
2012	8000-4804	AA	Overtime/Shift Differential	\$ 4,300.00				
2012	8000-4804	DD	Payroll Taxes @ 1.91%	\$ 200.00				
2012	8000-4804	EE	Indirect Cost @ 10%	\$ 500.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA

FISCAL YEAR: 2011	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$20,000.00
FISCAL YEAR: 2012	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 5,000.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)		\$25,000.00

Additional Budget Specifications:



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

X <u>NEW</u> ISA <u>ISA AMENDMENT</u>		BUDGET FISCAL YEAR: 2011	
BUYER/PARENT DEPARTMENT: Executive Office of Public Safety and Security		SELLER/CHILD DEPARTMENT: Office of the State Treasurer/ABCC	
Revenue Budget			
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Source			
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number:		Payroll Indicator:	X Yes No
Budgetary Estimated Receipts \$20,000.00		BGCN Document Identification No. ISAEPSFY11ABCCCTRE11A	
COST ACCOUNTING STRUCTURE (BGRG - BQ88)			
Total Maximum Obligation of ISA: \$25,000.00		BGRG Document Identification No. ISAEPSFY11ABCCCTRE11A	
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less): HSPG15		Major Program Short Name (same as appropriation number): 80004804	
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date: 10/01/2010		Effective To Date: 11/30/2011	
Program Period:			
Program Period Name:		Program Period Short Name:	
PROGRAM TABLE SET-UP			
Effective From Date: 10/01/2010		Effective To Date: 11/30/2011	
Program Name: ABCC FY11 TRAINING		Program Short Name: FY11 TRNG	
Program Code: (MUST START WITH "F" followed by up to 9 characters) FY11TRNG		Sub Account: 0000	
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code - Check one option only	
EDCAPS:	VC7000000001	D	
ECHO:	VC7000000002	E	
LOCES:	VC7000000003	L	
SMARTLINK:	VC7000000004	S	
ASAP- OTHER:	VC7000000005	Y	
ASAP:	VC7000000006	Z	
GRANT- NON DRAW:	VC7000000007	X No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code) 20	Federal Catalog Suffix: (3 digit code) 600		
Letter of Credit No.			

Authorized Signatory Seller/Child Department: Brian F. Turnbull Date: 11-15-10 Name: Brian F. Turnbull

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and completion of the ISA Form and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the [CTR Knowledge Center](#) under Procurement and Contracts and also at the CTR Website at: [Comptroller Policies](#). While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

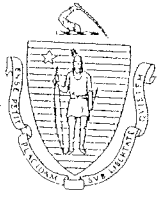
- MMARS DOCUMENT ID: Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows.

EXAMPLE DOC ID Number **ISAEP512345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2nd Amendment)
ISA	EP5	12345678	SDF		

- BUDGET FISCAL YEAR: Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- REQUEST FOR RESPONSE REFERENCE NUMBER: If the Seller/Child responded to an RFR that was posted on CommPASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME: Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- BUSINESS MAILING ADDRESS: Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- ISA MANAGER: Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- PHONE/FAX/E-MAIL ADDRESS: Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- PURPOSE OF ISA: Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA. Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- ACCOUNT INFORMATION.
 - * Check the correct option for either a BGCN – non-subsidiarized (federal, capital, trust); BGCS – subsidiarized (budgetary). Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA; or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted" or "no change". THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED. Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- ISA ANTICIPATED START DATE: Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure.

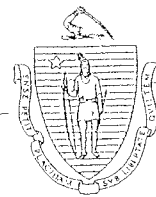
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.

- **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signature and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- **NAME/TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly.
NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidiary transfer "TS") prior to submission to CTR. All ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.
- **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail on the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
 - * Check "Initial ISA Budget", or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - o **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - o **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - o **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). If the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line item is authorized, specifying the estimated amount of the authorized expenditure. Lineitems break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - o **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category. (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - o **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this lineitem, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - o **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - o **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased
 - o **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year

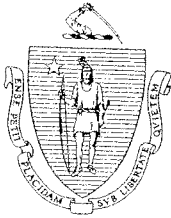
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



- o Column "I" New Amount After Amendment is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
- * FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.
 - o Fiscal Year Subtotals For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
 - o Total Maximum Obligation for Duration of ISA Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.
- ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.
 - * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
 - * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA
 - * Skip the Revenue Budget and Revenue Source which will be completed by CTR.
 - * CENTRAL BUDGET STRUCTURE:
 - o Appropriation Number Enter the Appropriation Number assigned by ANF
 - o Payroll Indicator Enter a Payroll indicator of Yes or No.
 - o Estimated Budgetary Receipts Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year)
 - o BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * COST ACCOUNTING STRUCTURE.
 - o Total Maximum Obligation of ISA or ISA Amendment Amount For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - o BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * MAJOR PROGRAM TABLE SET-UP. This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management– WASTE. All documents (contracts, encumbrances, payments will reference this code.) All documents (contracts, encumbrances, payments will reference this code.)
 - o Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.
 - o Major Program Name. Enter the full Major Program Name.
 - o Major Program Short Name. Enter the Major Program Short Name.
 - * PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP). Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period- EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - o Enter the Program Effective From Date and Effective to Date.
 - o Enter the Program Period or Extended Program Period (EPP) information
 - o Enter the Program Period Name, and Program Period Short Name
 - * PROGRAM TABLE SET-UP.
 - o Enter Program Name. For example a program could be for "storm water discharge"
 - o Enter Program Short Name.
 - o Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F" This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge– the program code would be "Fstormdis" All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - o The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a subaccount changes, this code must change.
 - * FUNDING PROFILE - Funding Line. This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code
 - * FUNDING IDENTIFICATION.
 - o Federal Catalog Agency Code Enter the 2 digit Federal Catalog Agency code.
 - o Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - o Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place– 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: **617-973-2468**



Timothy P. Cahill
Treasurer and Receiver General

Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: (617) 727-3040
Fax: (617) 727-1258

Kim S. Gainsboro
Chairman

June 15, 2010

Ms Caroline Hymoff
Senior Program Manager
Executive Office of Public Safety
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, Massachusetts 02116-3933

Dear Ms Hymoff,

Please accept the following proposal, which is being forwarded to you as directed by Massachusetts FY10 Budget line item 0610-0050, for the Alcoholic Beverages Control Commission's 2010 – 2011 Law Enforcement Training Program.

Law Enforcement Training

Problem to be Addressed

Massachusetts has the 3rd lowest ratio of enforcement agents to licensees in the country. Further, experience has taught us that only a handful of local police departments have designated full time liquor enforcement units or officers and most local police departments are forced to assign their field officers to address violent crimes and motor vehicle issues. In-service training has historically provided very little liquor enforcement training.

Objective

The objective of this program is to maximize liquor enforcement efforts across the commonwealth to prevent underage access to alcohol and to prevent drunk driving tragedies. The Investigation and Enforcement Division works with Massachusetts Police Academies and Local Police Departments to educate local and state law enforcement officers in the enforcement of the Massachusetts Liquor Control Act as well as False Identification and Fraudulent Document Detection. This training enhances the prevention of underage drinking and drunk driving by developing local police department knowledge of and involvement in liquor law enforcement. These classes are currently being presented at police departments throughout the commonwealth.

Results

To date, in 2010 the Investigation and Enforcement Division has conducted Training Sessions for 120 Police Departments and 600 Officers.

In 2009, the Investigation and Enforcement Division conducted Training Sessions for 270 Police Departments and 1081 Officers.

In 2008, the Investigation and Enforcement Division conducted Training Sessions for 293 Police Departments and 606 Officers.

Action Plan

To work with Massachusetts Police Academies and Local Police Departments to train local and state law enforcement officers in the enforcement of the Massachusetts Liquor Control Act as well as False Identification and Fraudulent Document Detection. The cost of this program would be \$25,000.00.

Based on the FY10 results to date, we would estimate that we would provide this training for approximately 150 Police Departments and 900 Officers.

ABBC In Kind Contribution

The Alcoholic Beverages Control Commission will provide in kind contributions where Investigators ABCC will provide additional work hours both in support of and in addition to the hours scheduled for training that is paid by HSD. It is estimated that these additional work hours will amount to approximately 20% of the monies paid by HSD.

The current ABCC budget for training programs do not allow for the aggressive proposal outlined above. It could not be accomplished without the funding requested in this proposal.

Project Evaluation

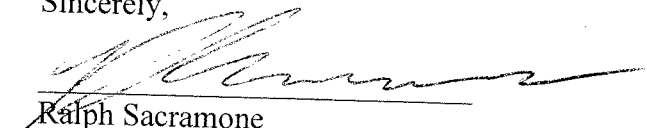
This project will be evaluated at the end of each year compared to the stated objective. The ultimate objective is to reach municipal police department veteran officers through an in-service academy as well as new recruits through basic training academies.

Project Continuation beyond Grant Funding

The current ABCC budget does not allow for the aggressive proposal outlined above. It could not be accomplished without the funding requested in this proposal. Without grant funding, the ABCC would reassess its resources and apply whatever is available to the police academies and in-service training sessions that provide the most wide-ranging coverage across the commonwealth. This would be determined through the experience of the current training program.

Please call with any questions or comments that you may have regarding this extension and thank you for your time and consideration.

Sincerely,



Ralph Sacramone
Executive Director

2010

<u>Department</u>	<u>Subject</u>	<u>Departments</u>	<u>Officers</u>
Attleboro Police Department	Liquor Control Act / Fraudulent Documents	2	15
Worcester Police Department	Fraudulent Documents Training	1	27
Andover Police Department	Fraudulent Documents Training	5	17
Worcester Police Department	Fraudulent Documents Training	1	14
Andover Police Department	Liquor Control Act/Compliance Check Training	5	20
Wareham Police Department	Liquor Control Act / Fraudulent Documents	1	15
Acton Police Department	Liquor Control Act / Fraudulent Documents	5	15
Salem Police Department	Liquor Control Act / Fraudulent Documents	5	30
Massachusetts State Police Academy	Liquor Control Act / Fraudulent Documents	15	40
Salem Police Department	Liquor Control Act/Fraud Docs/c/c's	8	28
Maynard Police Department	Liquor Control Act/Fraud Docs/c/c's	1	8
Lynn Police Department	Compliance Check Training-in kind	1	4
Bridgewater Police Department	Liquor Control Act/Fraud Docs/c/c's	8	16
MBTA Police Academy	Liquor Control Act/Fraud Docs/c/c's	10	27
Cambridge Alliance-Campus Officers	Fraud Documents	10	21
Attleboro Police Department	Liquor Control Act/Fraud Docs/c/c's	3	12
Waltham Police Department	Liquor Control Act/Fraud Docs/c/c's	1	31
Boston Hilton DEA classes	Fraud Documents	10	90
Belmont Pd	Fraud Documents	1	20
New Bedford	Liquor Control Act	3	19
Danvers-North Shore Harbormasters	Fraud Documents	1	6
Hopkinton Police Department	Liquor Control Act/Fraud Docs/c/c's	2	10
Plymouth Police Department	Liquor Control Act/Fraud Docs/c/c's	5	21
Stoughton Police Department	Liquor Control Act/Fraud Docs/c/c's	5	20
Boylston Academy	Liquor Control Act/Fraud Docs/c/c's	11	23
Umass Dartmouth	Liquor Control Act/Fraud Docs/c/c's	1	25

2008

Police Departments

Adams
 Amherst
 Amherst
 Amherst College
 Andover
 Ashland
 Attleboro
 Auburn
 Barre
 Becker College
 Becket
 Bentley College
 Berkshire Sheriff
 Bolton
 Boston College
 Boston University
 Bridgewater State
 Bristol CC
 Brockton
 Canton
 Cheshire
 Dalton
 Danvers
 Dedham
 Douglas
 East Longmeadow
 Emerson College
 Fitchburg
 Foxboro
 Foxborough
 Framingham
 Franklin
 Gardner
 Great Barrington
 Hampshire College
 Hatfield
 Haverhill
 Hinsdale
 Holliston
 Holy Cross
 Hudson
 Lanesborough
 LaSalle College
 Lee
 Leicester
 Lenox
 Leominster
 Marlboro
 Mass Environmental PD
 Mass General
 Massachusetts State Police
 MassPort
 Mattapoissett
 Maynard
 Medford

Police Departments

Millville
 Milton
 Montague
 Mt. Holyoke College
 N Berkshire Community Coalition
 Natick
 New Bedford
 Norfolk
 North Adams
 North Brookfield
 Northampton
 Northborough
 Northbridge
 Northeastern University
 Norwell
 Norwood
 Oak Bluffs
 Oakham
 Otis
 Pittsfield
 Quincy
 Quinsigamond College
 Reading
 Salisbury
 Sandisfield
 Shrewsbury
 Simmons College
 South Hadley
 Southampton
 Southwick
 Spring Tech College
 Springfield
 Springfield College
 Stockbridge
 Stonehill
 Sunderland
 Taunton
 Tisbury
 Tufts
 U Mass Amherst
 U Mass Boston
 U Mass Dartmouth
 Waltham
 Warren
 Webster
 West Springfield
 West Stockbridge
 Western Mass. Center for Healthy Comm
 Western New England College
 Westfield State College
 Wheaton College
 Williamsburg
 Williamstown
 Windsor
 WNEC PD

Police Academies

Berkshire County District Attorney's Training Seminar
 Department of Public Health Coalitions
 Hanscom Air Force Military Police
 International Lodging Security Association
 Mass Municipal Police Training Academy: Foxborough
 Mass Municipal Police Training Academy: MBTA
 Mass Municipal Police Training Academy: New Bedford
 Mass Municipal Police Training Academy: New Braintree
 Mass Municipal Police Training Academy: Plymouth
 Massachusetts Training Council: Springfield
 MBTA Academy Quincy
 Middlesex County Sheriff Training Academy
 New Braintree State Police Academy
 Reading Police Department

INVESTIGATOR	Date	City	Shift	Rg Hr	Rate	Pay	OT Hours	OT Rate	OT pay	ND Hours	ND Rate	ND Total	TOTAL	Cummin	Dec Balance
Rose Bailey			5pm - 10pm	0.5	\$ 33.59	\$16.80	4.5	\$ 50.39	\$ 226.73	4	\$ 1.25	\$ 5.00	\$248.53		
Jamie Bimlerda			5pm - 10pm	0.5	\$ 37.41	\$18.71	4.5	\$56.12	\$ 252.52	4	\$ 1.25	\$ 5.00	\$276.22		
Paul Capurso			5pm - 10pm	0.5	\$ 36.26	\$18.13	4.5	\$54.39	\$ 244.76	4	\$ 1.25	\$ 5.00	\$267.89		
John Carey			5pm - 10pm	0.5	\$ 37.41	\$18.71	4.5	\$56.12	\$ 252.52	4	\$ 1.25	\$ 5.00	\$276.22		
Brad Doyle			5pm - 10pm	0.5	\$ 32.39	\$16.20	4.5	\$48.59	\$ 218.63	4	\$ 1.25	\$ 5.00	\$239.83		
Caroline Guarino			5pm - 10pm	0.5	\$ 36.99	\$18.50	4.5	\$55.49	\$ 249.68	4	\$ 1.25	\$ 5.00	\$273.18		
Arthur Hitchman			5pm - 10pm	0.5	\$ 37.41	\$18.71	4.5	\$56.12	\$ 252.52	4	\$ 1.25	\$ 5.00	\$276.22		
Timothy Hooton			5pm - 10pm	0.5	\$ 38.14	\$19.07	4.5	\$57.21	\$ 257.45	4	\$ 1.25	\$ 5.00	\$281.52		
Dennis Keefe			5pm - 10pm	0.5	\$ 33.82	\$16.91	4.5	\$50.73	\$ 228.29	4	\$ 1.25	\$ 5.00	\$250.20		
Mark Kenny			5pm - 10pm	0.5	\$ 37.41	\$18.71	4.5	\$56.12	\$ 252.52	4	\$ 1.25	\$ 5.00	\$276.22		
Jan Kulawski			5pm - 10pm	0.5	\$ 36.26	\$18.13	4.5	\$54.39	\$ 244.76	4	\$ 1.25	\$ 5.00	\$267.89		
Michael Teehan			5pm - 10pm	0.5	\$ 36.26	\$18.13	4.5	\$54.39	\$ 244.76	4	\$ 1.25	\$ 5.00	\$267.89		
Frederick Mahony			5pm - 10pm	0.5	\$ 46.13	\$23.07	4.5	\$69.20	\$ 311.38	4	\$ 1.25	\$ 5.00	\$339.44		
Fringe						\$239.74			\$ 3,236.49			\$65.00	\$3,541.23		
Indirect Costs					24.50%	\$ 58.74					24.50%	\$15.93	\$ 74.66		2%
Payroll Tax					10%	\$ 23.97		10%	\$ 323.65		10%	\$ 6.50	\$ 354.12		10%
Total					1.30%	\$ 3.12		1.30%	\$ 42.07		1.30%	\$ 0.85	\$ 46.04		1%
						\$85.83			\$ 365.72			\$23.27	\$ 474.82		13%
										Total	Cost per	5 Hour	Shift	\$4.016	



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region 1
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Volpe Center,
Kendall Square
55 Broadway, DTS-903
Cambridge, MA 02142-1093
Tel. 617-494-3427
Fax 617-494-3646

January 19, 2010

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Re: Automated License Plate Reader (ALPR) Program/Equipment Approval

Dear Director Burgess:

We have reviewed your November 2, 2009 and subsequent January 8, 2010 letters regarding the FFY10 (AL-10-16) project.


This office:

- approves of the purchase of the Automated License Plate Readers,
- agrees with the identified 49% NHTSA – 51% non-NHTSA proportional funding levels and
- the increased level of funding to \$300,000.

As in the purchase of any equipment with federal funds, records shall be maintained with sufficient detail to allow an auditor to determine that the device(s) were used in a manner consistent with the terms of the grant.

Please do not hesitate to contact me at 617 494-3427 or Gabriel J. Cano if you have any further questions or concerns.

Sincerely yours,


Philip J. Weiser
Regional Administrator



DOT AUTO SAFETY HOTLINE
888-DASH-2-DOT 888-327-4236
www.safercar.gov
www.safertruck.gov

ALPR Grant Contact Information

Applicant

Amherst
Brookline
Burlington
Fall River
Foxborough
Franklin
Gloucester
Haverhill
Hingham
Longmeadow
Lowell
Lynn
Malden
MSP
Newton
Peabody
Pittsfield
Plymouth
Quincy
Randolph
Reading
Revere
Shrewsbury
Springfield
Taunton
Tewksbury
Worcester

GRANT REPORTING AND REIMBURSEMENT PROCEDURES

This instruction sheet is meant to accompany the Excel file titled "Reporting and Reimbursement Example." **You are responsible for filling out all of the highlighted areas shown in the example.**

All forms will be located at www.mass.gov/highwaysafety under the "Automated License Plate Reader Program" link. You may prepare the forms located on-line, print them out, obtain authorized signature and return them to the Highway Safety Division (HSD). One **signed original and one copy** of all reporting forms are required for reimbursement consideration. No faxes are allowed.

Equipment Expenditure, In-Kind, Activity, and Forms are due the 15th of each month following activity. Failure to submit a report may cause suspension, termination or non-reimbursement. One signed original and one copy of all reporting forms are required for reimbursement consideration. If there is a month with no grant activity, a memo or an email must be sent in place of the report stating why no activity took place.

Please be sure that all reporting forms are correct. Reports incorrectly filled out or containing errors may be returned and will delay reimbursement.

Please refer to the FFY 2011 Automated License Plate Reader Grant Narrative listed on www.mass.gov/highwaysafety and your Scope of Services for additional information.

EQUIPMENT EXPENDITURE REPORT

This form acts as your bill for equipment purchased each month. If more than one Expenditure Report Form is necessary per month, please copy the appropriate form.

1. Start by filling in the billing period and department name in the appropriate slots toward the top of the page.
2. Working horizontally fill in **all categories** for all equipment/materials purchased during the period.
 - EQUIPMENT/MATERIAL- the actual equipment/material purchased.
 - APPROVED BUDGET- the amount of funding for this equipment/material listed in your approved budget.
 - CURRENT PERIOD- the amount of funding spent on this equipment/material during **this** reporting period. **This is the amount you are requesting for reimbursement.**
 - PRIOR CUMULATIVE- the amount of funding spent on equipment/material in all **previous** funding periods.
 - NEW CUMULATIVE- the sum of the current period and the prior cumulative columns.
 - BALANCE- the amount remaining after this reporting period (Approved Budget – New Cumulative= Balance).

3. List the total equipment reimbursement request for this reporting period in the appropriate section toward the bottom of the page.

IN-KIND REPORT FORMS

You are required to submit an In-Kind Report Form for any expenses that occurred during the grant period that are not charged to the grant. Each department has an identified minimum in-kind match amount to meet before the end of the grant period.

1. Start by filling in the billing period and department name in the appropriate slots toward the top of the page.
2. Working horizontally fill in **all categories** for each in-kind function during the period.
 - INDIVIDUAL/ITEM- person or item being billed for
 - DATE- date service took place
 - ITEM or SERVICE- what the service was- administration, supervision, fuel, etc.
 - PURPOSE- why this service took place- filling out paperwork, transportation, etc.
 - COMMENTS- hours, rate or other cost breakdown
 - TOTAL COST or VALUE- what the total cost for this service is
3. At the bottom of the "Total Cost or Value" column, total up the in-kind contribution for the period.
4. The chief or authorized signatory must hand sign and date in blue ink at the bottom. The name and title must also be printed in this area.

ACTIVITY REPORTING FORM

This form acts as a record of what activity occurred during each two to four hour block conducted during the month. If performance measures are not met, departments are required to document in writing the reason(s).

1. Start by filling the reporting period and department name in the appropriate slots toward the top of the page.
2. Answer the three questions regarding challenges, success, and the need for additional support.

If you have any questions regarding your grant program and reimbursements, email daniel.demille@state.ma.us.

617-725-3341 No faxes allowed

****Required to Submit Original (signed in blue ink) Plus One Copy****

Reimbursement will not occur without chief or authorized handwritten signature and date in blue ink.

617.725.3341 No Faxes Accepted.

Original (signed in blue ink) Plus One Copy Required

Reimbursement will not occur without chief or authorized handwritten signature and date in blue ink.

Total In-Kind Amount

ACTIVITY REPORT- Automated License Plate Reader Grant					
Monthly Reporting Period: March, 2011					
Department: Anytown, MA					
DUE: 15th of the month following service MAIL TO: Dan DeMille Highway Safety Division, EOPSS 10 Park Plaza - Suite 3720 Boston, MA 02116 617-725-3341 No faxes allowed					
Have you had any technical issues or other challenges? If yes, please explain and state if they have been resolved.	No problems to report.				
List any noteworthy any successes with the program/equipment.	2 stolen vehicles recovered				
Is your department in need of any additional support from EOPSS/HSD? If yes, please indicate.	Not at this time.				

[illegible]

[illegible]

Scope of Services
Automated License Plate Reader (ALPR) Grant Program
February 2011 through June 30, 2011

The contractor will complete all deliverables in accordance with the application for grant funding issued by the Executive Office of Public Safety and Security (EOPSS), Highway Safety Division (HSD), the proposal with any amendments, budget and timeline submitted to the HSD.

Contract Requirements are as listed in the Application for Grant Funding and the following:

- Inventory of all equipment purchased under this grant must be maintained throughout the useful life as part of an official control system following state and federal regulations.
- To obtain reimbursements for equipment and/or materials, paid invoice(s), and a copy of any packing slip(s) must accompany the signed Expenditure Report. Purchase orders will not be accepted as supporting documentation for reimbursement. No equipment ordered or purchased prior to the effective date of the signed contract by EOPSS and the department will be reimbursed.
- Signatory on reports must certify that report and expenses for which payment is requested are true, correct and complete in accordance with the federal and state regulations and that all equipment and/or materials were received in good working order.
- Departments that procure ALPR systems under this grant program agree to electronically submit captured license plate data to the state repository maintained by the Criminal Justice Information Services (CJIS) Division at the Commonwealth's Public Safety Data Center. Captured license plate data will be made available to local, state and national law enforcement as needed to support official law enforcement operations. Guidelines for submission and retrieval of license plate data will be made available to all participating departments at the time of installation and connection of the ALPR systems.
- This is a cost reimbursement contract.
- No department may make purchases until a contract has been signed by the department and EOPSS-HSD and notification has been issued. **No costs incurred before a department receives written notification will be reimbursed.** There can be no exceptions.
- Once departments receive written EOPSS/HSD Authorization to Proceed, all approved equipment and materials must be received no later than June 30, 2011.
- Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources.
- No changes may be made in the approved budget without a written request from the contractor and written approval from the EOPSS-HSD.
- All public communications and/or news releases by the contractor concerning grant activity shall indicate that the grant is funded by the EOPSS and must be approved by EOPSS prior to release. Prior approval is not needed if using the sample press release

provided by EOPSS-HSD. A copy of the release and any press must be sent or emailed to EOPSS-HSD.

- Contractor must submit reimbursements based on monthly expenditure reports, **activity** reports, and in-kind match to the EOPSS/HSD Program Coordinator by the 15th business day of each month for the prior month's activity.
- Failure to meet submission of reports in a timely manner and/or lack of activity may result in non-reimbursement, suspension or termination of contract.
- The use of ALPR systems shall be for official law enforcement operations only.
- Departments will participate in press events, trainings, meetings, as necessary.
- No funds will be provided for indirect costs associated with the grants.
- Contactor will issue final report. The HSD will provide technical assistance with this task. The final report of results and the findings derived from them must be submitted to the HSD Program Coordinator no later than July 30, 2011.
- Departments must enforce a written safety belt policy.
- In order to enhance accessibility to programming for those with special needs, the following ADA guidelines must be followed:
 - **Event Advertising:** To obtain auxiliary aids, services, or accessibility information for this event, contact ADA Coordinator, *your full contact information*.
 - **Web Pages:** All web pages must have an embedded *contact us* link with full contact information for the ADA Coordinator.

MEMORANDUM OF UNDERSTANDING

USE OF THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF CRIMINAL JUSTICE INFORMATION SERVICES (DCJIS)- CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) NETWORK TO ACCESS NATIONAL CRIME INFORMATION CENTER (NCIC) STOLEN VEHICLE FILE and MASSACHUSETTS REGISTRY of MOTOR VEHICLE SUSPENSION AND REVOCATION FILE FOR USE WITH LICENSE PLATE READERS.

Once executed by all parties, this MOU must remain on file with the Host and User.

This Memorandum of Understanding (MOU) is entered into this _____ day
of _____, 200_____ by and between Massachusetts Department
of Criminal Justice Information Services, a criminal justice agency, hereafter referred to
as the **Host**, and _____, a criminal justice
agency hereafter referred to as the **User**.

This MOU entered into between the Host and the User, is intended to define the terms, conditions, and mutual responsibilities of the parties hereto, for the purpose of enabling the User to access a stolen vehicle file daily that the Host has retrieved from the National Crime Information Center (NCIC) as well as a Massachusetts suspension and revocation file that the Host receives weekly from the Massachusetts Registry of Motor Vehicles. This MOU incorporates by reference, and operates in conjunction with the standard Massachusetts Criminal Justice Information System (CJIS) User Agreement which includes agreement by the User to adhere to National Crime Information Center (NCIC) Policy, including the NCIC Security Policy. It is the User's responsibility to ensure that its CJIS User Agreement with the DCJIS is current and on file at the DCJIS - CJIS Support Unit and with their Agency Head.

The User and Host agree:

- a. To be bound by the conditions of this MOU and to notify each other in the event that any of the conditions stated in this Agreement change in the future;
- b. To execute an MOU annually as long as the Host/User relationship continues;
- c. To develop and maintain a written agreement that includes a procedural statement that clearly identifies the responsibilities of each agency;
- d. That a violation of this MOU shall be considered a violation of the CJIS User Agreement.

The Host hereby agrees to:

- a. Retrieve the stolen vehicle file from NCIC daily at 0300 hours via a automatic retrieval script;

- b. Name the daily file lpr.zip;
- c. The previous days lpr.zip file will be kept as a backup in case it needs to be utilized if there is a problem with the daily file between NCIC and the Massachusetts CJIS;
- d. Retrieve the Massachusetts suspension and revocation file from the Massachusetts Registry of Motor Vehicles every Tuesday at approximately 0300 hours via an automatic retrieval script.
- e. Name the weekly file rmvlpr.zip
- f. The previous weeks rmvlpr file will be kept as a backup in case it needs to be utilized if there is a problem with the weekly file between the Massachusetts Registry of Motor Vehicles and the Massachusetts CJIS
- g. Place the lpr.zip and rmvlpr.zip files in a agreeable directory on a agreeable FTP server housed within the Massachusetts CJIS Datacenter;
- h. Allow the User access to the agreed upon directory via the FTP protocol with an agreed upon username and password.

The User agrees:

- a. Retrieve the stolen vehicle file (lpr.zip) from the FTP host between 0600 and 0800 hours daily;
- b. Retrieve the Massachusetts suspension and revocation file (rmvlpr.zip) from the FTP host between 0800 and 1000 every Tuesday.
- c. Confirm through the Massachusetts CJIS and the NCIC system prior to taking any action against a stolen, suspended, and/or revoked vehicle that is listed within the lpr.zip file and/or rmvlpr.zip file;
- d. To notify the Massachusetts CJIS of pending termination immediately, as provided in the final paragraph of this MOU;
- e. All devices that retrieve and access the lpr.zip and rmvlpr.zip files must have active and current anti-virus protection;
- f. All devices that retrieve and access the lpr.zip and rmvlpr.zip files must meet the current NCIC Security Policy;
- g. Calls for service must be placed to the Massachusetts CJIS by the User;
- h. Provide the Massachusetts CJIS with the static IP address assigned to device that will access and utilize the lpr.zip and rmvlpr.zip file.
- i. Dissemination of the lpr.zip file and rmvlpr.zip file is limited to agencies and devices approved by the Massachusetts CJIS.

The User hereby acknowledges understanding of, and shall advise all its employees and user agency personnel, of the penalties relating to illegal actions with regard to criminal justice information, and the CJIS User Agreement.

Either the Host or the User may, upon thirty days notice to the other party in writing, cancel this MOU in its entirety. Upon determination that the User has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this MOU, the Host reserves the right to terminate this MOU with or without notice. The Massachusetts CJIS may terminate this MOU at any time and without notice.

In witness thereof, the above-named parties have signed this document in full agreement on this _____ day of _____, 201____.

USER: _____ **HOST:** _____

***By:** _____ ***By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Attest: _____ **Attest:** _____

***Signature of person who is legally authorized to sign for the agency.**

**Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116
Tel: 617.725.3341**

**Application for Grant Funds (AGF)
FFY 2011 Automated License Plate Reader Grant Program
Deadline for Applications: Noon, November 29, 2010**

The Executive Office of Public Safety and Security (EOPSS), Office of Grants and Research (OGR), Highway Safety Division (HSD) announces the availability of up to \$300,000 in federal grant funding in federal fiscal year 2011 for the Massachusetts State Police and municipal law enforcement agencies for purchase of Automated License Plate Readers (ALPR). Contracts awarded under this grant will run through June 30, 2011.

To be eligible for this grant funding, departments must submit a Grant Application and required forms. The AGF Narrative, Grant Application, and required forms are posted on www.mass.gov/highwaysafety under "Automated License Plate Reader Program."

Questions about the application and technical assistance can be directed to Dan DeMille at Daniel.DeMille@state.ma.us or 617.725.3341.

Announcement of grant awards is anticipated to be on or around January 7, 2011.

BACKGROUND

Within the Commonwealth of Massachusetts, the EOPSS/HSD is the entity responsible for planning, implementing, and evaluating highway safety projects with federal funds. The mission of EOPSS/HSD is to reduce fatalities, injuries, and economic losses from motor vehicle crashes on Massachusetts roadways. The EOPSS/HSD also works to coordinate the efforts of federal, state, and local organizations involved in highway safety in Massachusetts.

The EOPSS/HSD recognizes that motorists who are driving unlicensed, with a revoked driver's license, or uninsured pose a threat to law-abiding citizens. Typically these drivers only encounter law enforcement when observed violating a traffic law or are involved in a crash. However, an ALPR can recognize over 1,000 license plates an hour on vehicles as they pass either a portable or stationary unit at vehicle speeds up to 70 mph. The information downloaded into the plate reader from the Commonwealth Criminal Justice Information System (CJIS) allows a law enforcement officer to detect a motor vehicle driven by an unlicensed and/or revoked operator and many other violations. This occurs even if the driver of the vehicle has not committed a traffic offense or been involved in a traffic crash. Based on the alert given when a violation has been detected, the police officer can intervene before this driver is involved in a traffic crash or commits another violation that could result in serious injury to an innocent victim.

In order to combat these crimes, along with many others, with the latest technology, the Commonwealth of Massachusetts would like to enhance the deployment of ALPRs on a coordinated basis. ALPRs can also be an essential tool when an AMBER or Be on the Lookout (BOLO) alert is issued.

GRANT PROGRAM DETAILS

- Program Goal: Grants will be awarded to approximately 20 qualified state and municipal law enforcement agencies. This number is dependent on the number of qualified applicants and available federal funding.
- All municipal police departments and the state police are eligible for grant funding.
- Each local department and the state police is eligible for one unit under this grant.
- Departments are expected to participate in press events, trainings, meetings, or other events as deemed appropriate by EOPSS and the grant recipient.
- Funding for this grant program is subject to the continuing availability of federal funds.
- Departments will be required to incorporate this equipment/system into its official inventory control system following state and federal regulations.
- Departments that procure ALPR systems under this grant program agree to electronically submit captured license plate data to the state repository maintained by the Criminal Justice Information Services (CJIS) Division at the Commonwealth's Public Safety Data Center. Captured license plate data will be made available to local, state and national law enforcement as needed to support official law enforcement operations. Guidelines for submission and retrieval of license plate data will be made available to all participating departments at the time of installation and connection of the ALPR systems.
- For applicants to be considered for funding, the police department must demonstrate the ability to technically support the operation of the systems as well as the ability to understand and prepare systems to receive and send data files as prescribed by the CJIS Division of EOPSS.
- The use of ALPR systems shall be for official law enforcement operations only.
- Non-participation or non-compliance with program goals may result in contract suspension, termination, non-reimbursement of expenses or surrender to EOPSS of the ALPR system(s).
- An effort will be made to disperse units geographically.
- Failure to report any of the above may result in repossession of ALPR unit.

Public Outreach

- Advance public notification and follow-up of enforcement activity is required. The EOPSS-HSD will provide sample news releases for department use by mail and on the EOPSS-HSD website at www.mass.gov/highwaysafety, then click on Automated License Plate Reader Program. Newspaper clippings generated by department press releases and reports of local radio and TV coverage should be included with grant reports as well as posted on department/community websites and in annual reports.
- All public communications and/or news releases concerning any grant activity shall indicate that the project is funded by the EOPSS.

BUDGET DETAILS

- Award funds are for purchase of ALPR units only.

- Departments must only purchase ALPR units from approved vendors via a statewide contract managed by the EOPSS Office of Information Technology Information & Services (OTIS). Departments may negotiate with the approved vendors below for best value to the department.
 - Adamson Industries
Steven Contarino
45 Research Drive
Haverhill, MA 01832
800-232-0162
scontarino@adamsonindustries.com
 - Elsag
Rob Garrigan
412 Clock Tower Commons
Brewster, NY 10509
800-278-5425
Rob.garrigan@elsagna.com
 - MHQ
Frank Chase
401 Elm Street
Marlborough, MA 01752
508-573-2600
CChase@mhq.com
- EOPSS will reimburse departments the full amount of the procurement from the approved vendor list.
- Departments must submit a signed statement to EOPSS/HSD for the item(s) to be approved in advance of any purchases.
- No funds will be provided for indirect costs associated with the grants.
- No funds will be provided for training or salaries.
- Departments will be responsible for paying for additional warranty and maintenance costs.
- If additional federal funds become available, funding to additional eligible departments may be awarded based on submission of applications from this original AGF.
- At least 20% (\$60,000) of funding will be allocated to cities and towns with a population under 30,000.
- At least 20% (\$60,000) of funding will be allocated to cities and towns with a population 30,001-50,000.
- A maximum of 60% (\$180,000) of funding will be allocated to cities and town with a population 50,001+ and the state police.

Reporting and Record Keeping

- Expenditure, activity and in-kind match reports must be submitted each month, no later than the 15th of the month following purchase. All reporting forms will be made available to departments in hard-copy form and at www.mass.gov/highwaysafety, under “Automated License Plate Reader.”

- Reimbursements must be submitted by the deadlines established by HSD. Failure to meet reporting deadlines may result in non-reimbursement and return of ALPR.
- Reporting forms must be signed and dated in blue ink and an original and one copy submitted to the HSD by mail. Electronic signatures and faxed copies of these reports will not be accepted. Failure to submit reports on assigned dates will result in non-reimbursement.
- This is a cost reimbursement grant program. Be sure to notify your community Treasurer's Office so your reimbursement does not go into the General Fund. Funds awarded under this grant are from the National Highway Transportation Safety Administration (NHTSA), CFDA #20.600.
- Once departments receive written EOPSS/HSD Authorization to Proceed, all approved equipment and materials must be received no later than June 30, 2011.
- Departments must submit a signed EOPSS/HSD Authorization to Proceed Form, the HSD Equipment Request form, invoice(s) with itemized prices from vendor(s) and packing slip(s) from vendor(s) to be considered for reimbursement.
- No department may make purchases until a contract has been signed by the department and EOPSS-HSD and notification has been issued. **No costs incurred before a department receives written notification will be reimbursed.** There can be no exceptions.

In-Kind Match

- Grant recipients are required to provide an in-kind (soft) match which represents 20% of the total project cost. For example if you receive \$5,000, your 20% match would be calculated as follows: \$5,000 divided by 80% = \$6,250 X 20% = \$1,250.
- Failure to submit an in-kind report will result in delay or non-reimbursement.
- Applicants must insure that their in-kind or match is identified in a manner that guarantees its accountability during a review or an audit.
- Departments can only use their match once per grant with EOPSS-HSD.
- Matching funds cannot be federal dollars from another grant.
- Indicate planned in-kind contributions by item and dollar amount on application. In-kind contributions can include estimated administrative costs and operational expenses that can be incurred by the department during the administration or performance of the grant. Examples may include but are not limited to:
 - Officer/supervisor time on project
 - Fringe benefits and indirect costs for officers and/or supervisors
 - Materials, supplies, postage, project related telephone calls
 - Transportation/mileage for project meetings and associated trainings
 - Department webpage development
 - Preparation of financial reports for reimbursement
 - Preparation of activity reports
 - Educational sessions, specialized and roll call training costs and costs associated with court time
 - Department time for community presentations
 - Maintenance to cruisers and equipment
 - Officer time to conduct traffic safety educational initiatives
 - Printing of any community-based public information materials and incentives

Safety Belt Policy

- Departments must establish and enforce a written safety belt policy which must be submitted with your application. A copy of the IACP recommended policy is located at www.mass.gov/highwaysafety.
- Departments without a written safety belt policy may apply for grant funding, but award will be reduced by 50%.

Supplanting

- Supplanting of funds is prohibited.
- Funds for programs and services provided through this grant are intended to supplement, not supplant, other state or local funding sources.

SUBMISSION OF APPLICATION

A qualified application packet must be based on the attached grant application form and all required attachments.

For the initial application deadline, an original application form with attachments, along with eight copies, must be received at HSD by noon, November 29, 2010. It is suggested that departments verify with EOPSS-HSD receipt of application prior to deadline. Please email Dan DeMille at Daniel.DeMille@state.ma.us to verify receipt.

Please direct application packets to:

Dan DeMille
Highway Safety Division
Office of Grants and Research
Executive Office of Public Safety and Security
10 Park Plaza, Suite 3720
Boston, MA 02116

Faxed and electronic responses will **NOT** be accepted.

SELECTION CRITERIA

Grant awards will be based on the criteria below:

- Strength and effectiveness of application, i.e. understanding of project, innovative approach to project
- Problem identification, i.e. traffic enforcement and crime statistics
- Applicant's plan for deployment of unit
- Applicant's capability to administer technology
- Demonstrated experience and credibility in statewide highway safety
- Budget detail and in-kind contributions
- Identification of realistic and measurable goals and objectives
- Evaluation component
- Best Value to the Commonwealth

Incomplete responses or unsigned applications may be disqualified, though EOPSS does reserve the right to work with departments to obtain missing or incomplete information.

**Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116
Tel: 617.725.3341**

**Application for Grant Funds (AGF)
FFY 2011 Automated License Plate Reader Grant Program
Deadline for Applications: Noon, November 29, 2010**

All sections must be completed to be eligible.

Name and Complete Address of Department or Municipality			
Chief's Last Name	First	Middle Initial	
E-Mail Address	Telephone	Fax	
Grant Contact Last Name	First Name	Middle Initial	Title
E-Mail Address	Telephone	Fax	
Applicant Profile			
Does your department currently have any ALPR units in use? If so, how many?			
Number of full-time officers			
Number of part-time officers			
What is the population of your community according to the 2009 census?			
How large is your community (square miles)?			

Problem Identification

Category	2007	2008	2009
Number of unlicensed motorist citations			
Number of uninsured motorist citations			
Number of operating with a suspended license citations			

Number of operating with a suspended license arrests			
Number of stolen vehicles reports			
Number of stolen vehicle arrests			

Proposed Programming

Experience- Provide a summary of previous experience your department has with highway safety initiatives (Click It or Ticket, Massachusetts Law Enforcement Challenge, crash reporting, etc.).

Timeline- Provide your projected timeline for unit purchase, training, and implementation (January 2011-June 30, 2011).

Project Activities- Describe your proposed deployment use (how many hours per day, per week, etc.).

Capabilities- Describe your department's technical capabilities to implement this program.

Goals- Identify specific, measurable, attainable, realistic and time-bound goals and objectives for this program (i.e. increase uninsured motorist violations by 20% over 2009 levels by August 2011).

Evaluation- Describe your evaluation plan (for example, a pre and post data comparison for your community during the grant period with the same time period in the previous year).

Additional Information- Provide any additional information about your current and/or proposed ALPR program you would like EOPSS to consider when evaluating your AGF response (major highways through community, commuter population).

BUDGET TEMPLATE

January 2011 - June 30, 2011- also provide specification sheet from your chosen vendor

Equipment	Cost/Rate	Total
Total		

Total funding requested \$ _____

Please Note:

If your department does not have an officer safety belt policy, 50% of your total grant award will be deducted. If your department falls into this category, please provide a statement agreeing that the balance will be paid by your department or that no funds will be awarded.

Grant recipients are required to provide an in-kind (soft) match which represents 20% of the total project cost. For example if you receive \$5,000, your 20% match would be calculated as follows: \$5,000 divided by 80% = \$6,250 X 20% = \$1,250.

FEDERAL IN-KIND MATCH REQUIREMENTS - REQUIRED

Item/Service	Quantity	Cost	Total

Department's plan to pay for additional maintenance and warranty costs:

For EOPSS/HSD Use:

Revised Total Request:

\$ _____

Applications due on or before November 29, 2010 at noon to:

Dan DeMille, Program Coordinator
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116

CHECK LIST

- ___ Completed Application (original and 8 copies)
- ___ Required Signatures
- ___ Safety belt policy or commitment to establish one by DATE
- ___ Contract Authorized Signatory Listing

Please note that in the event that your department or municipality is selected for an award, a Standard Contract Form and General Subrecipient Conditions will be provided for your signature at that time.

Before signing below, or obtaining signature, please be sure the entire application is complete.

ASSURANCES

The _____ Police Department/municipality acknowledges and agrees to comply with all grant contract requirements and performance measures. This municipality or department understands and agrees that a grant received as a result of this application is subject to the regulations governing highway safety projects and grant management requirements and will comply with all State and Federal Guidelines. Funding is based on availability of federal funds. I hereby acknowledge my understanding of the above grant requirements and will comply with the best of my ability:

Authorized Representative Name and Title (please print)

Please note that the signatory must be authorized to enter into a contract with the Commonwealth.

Authorized Signature in blue ink

Date signed in blue ink

Deadline: An original application form with attachments, along with eight copies, must be received by HSD by **noon on November 29, 2010**. Faxed and electronic responses will **NOT** be accepted.

*It is suggested that departments verify with EOPSS-HSD receipt of application prior to deadline (this is because of recent mail delivery problems). Please email Dan DeMille at Daniel.DeMille@state.ma.us to verify receipt.

Weiser, Philip (NHTSA)

To:

Cc:

Subject:

Burgess, Sheila (CCJ)

Oakley, Charlene (NHTSA); Demille, Daniel (CCJ)

RE: NHTSA Highway Safety Grant program and automated license plate readers

Sheila,

Our thanks to you and Dan DeMille for providing the information below and the spreadsheet showing the ALPRs purchased with Section 154 funds in response to my email of November 9, 2011. Please accept my apology for our apparent misunderstanding that the ALPRs purchased with Section 154 funds were to be used primarily and directly in the enforcement of DWI (OUI) laws. As you are aware, Section 154 funds allocated to approved projects for alcohol-impaired driving counter-measures are limited to support for enforcement of DWI laws (23 USC 154c1a). While it was our understanding that these ALPRs were to be used specifically in support of impaired driving enforcement, such as checkpoints, based on the description in the email below, our understanding was not accurate. Further, questions have been raised by staff in NHTSA HQ that ALPRs would not be allowable under Section 154 (and 164) since such equipment is not specific to the enforcement of DWI laws (similar to an earlier ruling on RADAR and LIDAR). We have asked that this be clearly addressed in the upcoming revision to the Highway Safety Grant Management Manual.

Our records show that approval for the use of Section 154 funds to acquire ALPRs for impaired driving enforcement was provided in both FY 2010 and FY 2011. It is our understanding that no Section 154 funds were expended in FY 2010 to acquire ALPRs. We would appreciate a response to confirm that Section 154 funds were used to purchase ALPRs only in FY 2011 and were not used for this purpose in FY 2010.

We appreciate the willingness to reallocate the \$276,983.20 expended from Section 154 funds for the purchase of the 15 identified ALPRs to Section 402 funds. An examination of the GTS files shows that MA currently has sufficient unexpended Section 402 funds in FY 2011 for this reallocation. Since MA is presently in the process of closing out the FY 2011 financial records for the Federal highways safety grant funds, this reallocation of costs may be completed prior to this close out, or may be completed as part of the FY 2012 financial records using the FY 2011 Section 402 funds carried forward to FY 2012. To accomplish this reallocation, please have your staff process a prior-year voucher (for either FY 2011 or FY 2012) showing a credit to Section 154 AL and a debit to 402 PT. The matching funds could also be reallocated in this voucher. This should be completed prior to the December 30, 2011 close-out deadline if done in the FY 2011 financial records, or no later than January 31, 2012 if done in the FY 2012 financial records.

Since the HSD is viewing the ALPR program in its entirety and including non-federal funds expended for the purchase of ALPRs as match, some caution is advised. Only non-federal funds expended to acquire ALPRs for use in the HSD's highway safety program activities would be eligible as match; funds expended for ALPRs being used for non-highway safety program activities would not be eligible. Non-federal funds used to purchase ALPRs that are being used as match for another Federal grant program cannot be used to match any other Federal grant program. All matching expenditures are subject to review and audit in the same manner as Federal grant expenditures and should be documented accordingly.

Thank you for your understanding and assistance in clearing up this issue. Should you have any questions, please do not hesitate to call me or Charlene Oakley.

Phil Weiser

Regional Administrator

NHTSA Region 1

517-494-3427

Weiser, Philip (NHTSA)

From: Demille, Daniel (CCJ) [daniel.demille@state.ma.us]
Sent: Friday, November 18, 2011 10:19 AM
To: Weiser, Philip (NHTSA)
Cc: Oakley, Charlene (NHTSA)
Subject: FW: NHTSA Highway Safety Grant program and automated license plate readers
Attachments: 154 info.xls; ALPR Letter to NHTSA November.doc

In case Sheila didn't send this to you last week, please see below. She has been out ill so I just wanted to make sure.

Attached is the ALPR breakdown of departments, addresses, amounts and delivery dates. Please note we actually spent slightly less than anticipated from Section 154 because Brookline PD was unable to accept the grant. A total of \$276,983.20 from Section 154 was spent on the program.

While each unit was paid for in full, each department had an in-kind match equal to 25% of the grant (so if the grant was for \$20,000, the match would be \$5,000). The total match for this Section 154 was \$74,327.81. This is a soft match that included items such as officer training time and extra equipment. Additionally, when NHTSA originally approved this program, the Commonwealth's ALPR was viewed as a program in its entirety- meaning funds expended by other state and local government entities would be viewed as in-kind match against federal funds. I am attaching our letter on this topic from 11/2/09 which notes the in-kind match at that time was totaled at \$294,538.14.

The ALPR units have been used as intended. The key database that the police departments use is from the RMV which provides "hits" on suspended licenses. Frequently these licenses are suspended because of OUI arrests. So while keeping OUI offenders off the road isn't the only use of the unit, it is a primary function.

As noted in our letter dated 10/31/11, EOPSS/HSD is willing to change the funding source of these units from Section 154 to Section 402 if necessary. However, since the finance books will be closing soon, we would like this issue resolved as soon as possible. We would like to avoid having to make a request to open up closed books if at all possible. Please let me know if you have any further questions.

Dan DeMille, Program Coordinator
Highway Safety Division
Office of Grants and Research
Executive Office of Public Safety and Security
10 Park Plaza, Suite 3720
Boston, MA 02116
Direct Line: 617-725-3341
Fax: 617-725-0260
Daniel.DeMille@state.ma.us
www.mass.gov/highwaysafety

Cops are getting even more serious about drunk driving. Drive Sober or Get Pulled Over.

From: Philip.Weiser@dot.gov [Philip.Weiser@dot.gov]
Sent: Wednesday, November 09, 2011 4:44 PM
To: Burgess, Sheila (OGR)
Cc: Hymoff, Caroline (OGR); JamesC.Ryan@dot.gov; Charlene.Oakley@dot.gov
Subject: RE: NHTSA Highway Safety Grant program and automated license plate readers

Sheila,

Thank you for your October 31 letter indicating that costs for the acquisition of ALPRs could be reallocated from Section 154 to Section 402. Before a determination can be made on whether such reallocation is necessary, we need additional information.

Police Department ✓	City ✓	Street Address	Zip	Date ✓	Cost ✓
Amherst	Amherst	111 Main Street	01002	6/18/2011	\$ 18,945.00
Burlington	Burlington	45 Center Street	01803	4/6/2011	\$ 16,950.00
Fall River	Fall River	685 Pleasant Street	02723	5/24/2011	\$ 18,975.00
Foxborough	Foxborough	8 Chestnut Street	02035	6/18/2011	\$ 18,945.00
Franklin	Franklin	911 Panther Way	02038	5/24/2011	\$ 18,945.00
Gloucester	Gloucester	197 Main Street	01930	4/15/2011	\$ 22,362.20
Haverhill	Haverhill	40 Bailey Boulevard	01830	5/18/2011	\$ 19,896.00
Hingham	Hingham	212 Central Street	02043	6/20/2011	\$ 20,073.00
Longmeadow	Longmeadow	34 Williams Street	01106	6/14/2011	\$ 18,945.00
Lowell	Lowell	50 Arcand Drive	01852	6/20/2011	\$ 17,350.00
Lynn	Lynn	300 Washington Street	01902	6/22/2011	\$ 18,945.00
Malden	Malden	200 Pleasant Street	02148	4/19/2011	\$ 16,950.00
Massachusetts State Police	Framingham	470 Worcester Road	01702	5/23/2011	\$ 18,952.00
Newton	Newton	1321 Washington Street	02465	6/27/2011	\$ 14,400.00
Peabody	Peabody	6 Allens Lane	01960	4/19/2011	\$ 16,350.00
					\$ 276,983.20

15

Amount of federal participation
use of ALPR

MA - ALPR

~~Original question~~

- Jim sent MA letter dated 1-8-10 and
Reg letter dated 1-19-10 (also reference
MA letter dated 11-2-09)

Background on ALPR

Request Date	Approval Date	Quantity	Federal \$	Funds/Source
9-11-09	9-15-09	1	43000	402
11-2-09 + 1-8-10	1-19-10	12 est.	49%	154 (200,000) 402 (100,000)
2-10-11	2-16-11	27		402/154
2-10-11	2-16-11	add 200,432.4		in 402
6-14-11	6-21-11	16		add 285,229 in 402

Weiser, Philip (NHTSA)

From: Weiser, Philip (NHTSA)
Sent: Wednesday, November 09, 2011 4:44 PM
To: Burgess, Sheila (CCJ)
Cc: 'Hymoff, Caroline (HSB)'; Ryan, James (NHTSA); Oakley, Charlene (NHTSA)
Subject: RE: NHTSA Highway Safety Grant program and automated license plate readers

Sheila,

Thank you for your October 31 letter indicating that costs for the acquisition of ALPRs could be reallocated from Section 154 to Section 402. Before a determination can be made on whether such reallocation is necessary, we need additional information.

Please provide us with information detailing for each ALPR purchased with Section 154 funds, regardless of fiscal year acquired -

- Acquisition date
- Agency owner and location
- Cost of the unit
- Amount of Federal participation
- Use of the ALPR (or disposition information including sale price and disposal date)

This information will first provide the total amount of Section 154 funds used to acquire ALPRs, and will be the basis for determining any amount of funds that may need to be reallocated. This information will also provide us with how the ALPR is being used, specifically whether it is being used in direct support of "enforcement of laws prohibiting driving while intoxicated."

If you have any questions, please do not hesitate to call me, Charlene Oakley or Jim Ryan.

Thank you,
Phil Weiser
Regional Administrator
NHTSA Region 1
617-494-3427

Weiser, Philip (NHTSA)

From: Weiser, Philip (NHTSA)
Sent: Wednesday, November 09, 2011 4:27 PM
To: Rombro, Chuck (NHTSA)
Cc: Gunnels, Maggi (NHTSA); Ryan, James (NHTSA); Oakley, Charlene (NHTSA)
Subject: RE: NHTSA Highway Safety Grant program and automated license plate readers

Chuck,

I have received correspondence from MA SHSO indicating willingness to reallocate costs for ALPRs acquired with Section 154 funds to Section 402, if needed. However, I will need to obtain more details from the SHSO before we may proceed to make a determination of need, and if needed, the amount of funds involved.

To assist with the determination of need, clarification is requested regarding the eligibility for ALPRs under Section 154/164, as obviously our interpretation differs on the eligibility. Your assistance in obtaining guidance on this issue would be appreciated.

In this particular instance, the request from the MA SHSO indicated the ALPRs acquired with Section 154 funds were intended for use in DWI enforcement, specifically impaired driving checkpoints. An ALPR, unlike RADAR or LIDAR, provides both advance contact information to a law enforcement officer that the registered owner of the vehicle has a suspended/revoked driver's license or other legal basis for a stop, and post contact information necessary for processing a suspect for arrest. In essence, it could be considered equipment that directly assists "*State and local law enforcement agencies for enforcement of laws prohibiting driving while intoxicated or driving under the influence and other related laws*" (23 USC 154(c)(B)). While an ALPR could be used to provide a probable cause to stop a driver, similar to a RADAR or LIDAR, that is not the sole function it performs, especially at an impaired driving checkpoint.

Our interpretation would not differ if the ALPR was used during routine or impaired driving patrol for the purpose of providing a probable cause for a traffic stop. Using this interpretation, approval has also been provided to the MA SHSO for the acquisition of ALPRs using Section 402 funds, as Section 154 funds could not be used for this purpose. Regardless of the funds used for acquisition, all ALPR approval was conditioned on proportional funding, in accordance with the January 2009 white paper. Thus, ALPRs were not acquired with 100 percent Federal participation, thus allowing use for some non-highway safety purposes.

Once we have gathered additional information from the MA SHSO, we will check back on the requested guidance.

Thanks
Phil

From: Rombro, Chuck (NHTSA)
Sent: Friday, October 28, 2011 8:15 AM
To: Weiser, Philip (NHTSA)
Cc: Gunnels, Maggi (NHTSA)
Subject: FW: NHTSA Highway Safety Grant program and automated licence plate readers

Phil

FYI. I will give a call shortly.

From: Randy Peterman <dpeterman@crs.loc.gov<mailto:dpeterman@crs.loc.gov>>
Date: Tue, 25 Oct 2011 12:10:00 -0400
To: Chan Lieu <chan.lieu@dot.gov<mailto:chan.lieu@dot.gov>>
Subject: Re: NHTSA Highway Safety Grant program and automated licence plate readers

You would know better than I, but Mass hasn't received any Section 154 funding since FY2008. Did they have section 154 funding remaining in FY2010 to purchase the ALPRs?

>>> <chan.lieu@dot.gov<mailto:chan.lieu@dot.gov>> 10/25/2011 11:51 AM >>>
Actually I believe it's from section 154.

From: Randy Peterman <dpeterman@crs.loc.gov<mailto:dpeterman@crs.loc.gov><mailto:dpeterman@crs.loc.gov>>
Date: Tue, 25 Oct 2011 11:50:02 -0400
To: Chan Lieu <chan.lieu@dot.gov<mailto:chan.lieu@dot.gov><mailto:chan.lieu@dot.gov>>
Subject: Re: NHTSA Highway Safety Grant program and automated licence plate readers

Thanks Chan.

It's not crystal clear to me from the memo, but I infer (correctly?) that the 49% NHTSA funding is through the Section 402 program.

>>> <chan.lieu@dot.gov<mailto:chan.lieu@dot.gov><mailto:chan.lieu@dot.gov>> 10/25/2011 11:41 AM >>>
Attached is the correspondence from MA requesting approval from NHTSA's regional administrator and the approval response. The split was 49% NHTSA 51% Non NHTSA. Hope this helps to answer your question.

From: Randy Peterman
<dpeterman@crs.loc.gov<mailto:dpeterman@crs.loc.gov><mailto:dpeterman@crs.loc.gov><mailto:dpeterman@crs.loc.gov>>
Date: Fri, 21 Oct 2011 15:40:55 -0400
To: Chan Lieu
<chan.lieu@dot.gov<mailto:chan.lieu@dot.gov><mailto:chan.lieu@dot.gov><mailto:chan.lieu@dot.gov>>
Subject: NHTSA Highway Safety Grant program and automated licence plate readers

Hi Chan,

An office would like to know which federal program provided "up to \$300,000 in federal funds" for FY2011 for the Massachusetts Executive Office of Public Safety and Security to make grants to communities to purchase automated license plate readers (from the first link -- FFY 2011 ALPR Narrative -- at <http://www.mass.gov/?pageID=eopssubtopic&L=5&L0=Home&L1=Funding+%26+Training+Opportunities&L2=Highway+Safety&L3=Grant+Programs&L4=Automated+License+Plate+Reader+Program+%28ALPR%29&sid=Eeops:>

"The Executive Office of Public Safety and Security (EOPSS), Office of Grants and Research (OGR), Highway Safety Division (HSD) announces the availability of up to \$300,000 in federal grant funding in federal fiscal year 2011 for the Massachusetts State Police and municipal law enforcement agencies for purchase of Automated License Plate Readers (ALPR). "

Would NHTSA know whether it was from Mass' Section 402 Safety Grant award (or some other NHTSA program grant)? Or would I have to contact the state to find out?

Thanks,
Randy



**The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security**

RECEIVED

BY:.....

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eopss

**Mary Elizabeth
Heffernan**
Secretary

Ellen J. Frank
Executive Director

October 31, 2011

Mr. Philip Weiser, Regional Administrator
National Highway Traffic Safety Administration
55 Broadway – Kendall Square
Cambridge, MA 02141

Dear Mr. Weiser:

I am writing in response to the inquiry made to you from Congressional Research Services regarding the Executive Office of Public Safety and Security's (EOPSS) use of Section 154 funds to purchase automated license plate readers (ALPR). The National Highway Traffic Safety Administration (NHTSA) approved \$300,000 of Section 154 funds for the ALPR program in the FFY 2011 Highway Safety Performance Plan (HSP) in September 2010. NHTSA subsequently approved requests to add a total of \$485,000 in Section 402 funds to the program in February 2011 and June 2011.

If necessary, EOPSS can retroactively use Section 402 funds instead of Section 154 funds to pay for all of the units. If this is required, EOPSS will submit a change request for the FFY 2012 HSP to use Section 154 funds for task AL-12-02, *Drive Sober or Get Pulled Over* Local Police Enforcement Campaign.

Please let me know what NHTSA's preference is. If you have any questions please do not hesitate to contact me at Sheila.Burgess@state.ma.us or 617-725-3307.

Sincerely,

Sheila Burgess, Director
Highway Safety Division

Enclosures

CC: Karen Wells, Undersecretary for Law Enforcement and Fire Services
Ellen Frank, Executive Director, Office of Grants and Research

Demille, Daniel (OGR)

From: Burgess, Sheila (OGR)
Sent: Thursday, June 23, 2011 1:49 PM
To: Philip.Weiser@dot.gov; Charlene.Oakley@dot.gov; Demille, Daniel (OGR); Hymoff, Caroline (OGR)
Subject: ALPR

Phil and Charlene,

The Executive Office of Public Safety and Security/Highway Safety Division would like to add task PT-11-07, Automated License Plate Reader Program, to the FFY 2011 HSPP. The funding will be for \$285,229 from Section 402. The description will be similar to task AL-11-17:

Provide funding for municipal law enforcement agencies to purchase Automated License Plate Readers (ALPR). Funds will be awarded to approximately 16 communities based on a competitive application for equipment to monitor and collect data on license plates that will alert police agencies to suspended and revoked licenses for alcohol-related offenses, stolen vehicles, and other uses. Estimate \$20,000 per system. EOPSS/HSD will receive prior authorization for all equipment for any single item to be purchased over \$5,000. EOPSS/HSD will track equipment inventory internally. EOPSS will comply with all Federal reporting and evaluation requirements associated with project. In-kind match will be approximately \$75,000.

Sheila Burgess, Director
Highway Safety Division
Office of Grants and Research
Executive Office of Public Safety and Security
Ten Park Plaza, Suite 3720
Boston, MA 02116
617-725-3307-Direct
617-725-0260 - Fax
617-839-0005 - Cell
Sheila.burgess@state.ma.us

6/24/2011

State: Massachusetts

Fund Source:	Funds Available:	Funds Allocated:	Funds Utilized as of 6/22/2011	Types of Projects Funds Utilized for:	Project List Obtained?	On-Site Review Conducted?	Notes/Comments:
154-AL	\$527,096.32	\$527,096.32	\$134,084.53	Automatic License Plate Readers (Enforcement)	Yes	Date: 6/21/2011 # of Projects: 2	
154-PA	\$12,000	\$12,000	\$3,995.12	Planning and Administration	No		
154 HE	\$1,445	\$1,445	\$0.00	Hazard Elimination		Date: <u> </u> / <u> </u> / <u> </u> # of Projects: <u> </u>	
164-AL	\$312,423.91	\$312,423.91	\$193,720.07	Alcohol Countermeasures	Yes	Date: <u> </u> / <u> </u> / <u> </u> # of Projects: <u> </u>	
164-PA	\$6,500	\$6,500	\$6,444.76	Planning and Administration			
164 HE	\$3,355,459.24	\$3,355,459.24	\$238,272.82	Hazard Elimination	Yes	Date: 6/21/2011 # of Projects: 1	

State RPM: Charlene Oakley

ID Coordinator: Angie Byrne



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region 1
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Volpe Center
Kendall Square
55 Broadway, RTV-8E
Cambridge, MA 02142-1093
Tel. 617-494-3427
Fax 617-494-3646

June 21, 2011

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Dear Director Burgess:

We have reviewed your June 14, 2011 letter regarding the FFY 2011 Task AL-11-17. We approve the request to add an additional \$285,229 of Section 402 funds under the program area of Police Traffic Services (PT) in the new task of PT-11-07 to acquire 16 additional Automated License Plate Readers (ALPR) units, software, warranty, installation and licenses by local police departments. The total budget amount between tasks AL-11-17 and PT-11-07 for this project will be \$785,661.40. The Federal share of the total cost for the ALPR package funded from NHTSA grant funds shall be proportional (49 percent NHTSA and 51 percent local funds) based on the highway safety benefit expected from the planned use of this equipment.

The Highway Safety Division should ensure that this equipment is used for the originally authorized grant purposes for as long as needed for those purposes (23 CFR § 1200.21(b)). Further, the Highway Safety Division should ensure that the subgrantee shall manage and dispose of this equipment in accordance with State laws and procedures (23 CFR § 1200.21(c)).

Please do not hesitate to contact me or Charlene F. Oakley if you have any further questions or concerns.

Sincerely yours,

Philip J. Weiser
Regional Administrator



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www.safertruck.gov



**The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security**

Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eopss

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

**Mary Elizabeth
Heffernan**
Secretary

Ellen J. Frank
Executive Director

June 14, 2011

Mr. Philip Weiser
Regional Administrator
National Highway Traffic Safety Administration
55 Broadway – Kendall Square
Cambridge, MA 02141

Dear Mr. Weiser:

The Executive Office of Public Safety and Security-Highway Safety Division has analyzed our remaining funds for FFY 2011 and is seeking permission to add additional funding to several programs that have already been approved in the Highway Safety Performance Plan. We are also requesting that a new task be added.

We would like to add an additional \$285,229 of Section 402 funds to the Automated License Plate Reader (ALPR) Program, task AL-11-17. This program was initially funded at \$300,000 with Section 154 funds and an additional \$200,000 of Section 402 funds were added when awards were made. This extra \$285,229 will allow for 16 communities to be funded. Additionally, if this increase in funding is approved, we are seeking approval for the purchase of 16 ALPR units. Language will be included in the contracts to ensure that all equipment will be received by the close of the federal fiscal year and an inventory of equipment purchases in accordance with state and federal regulations will be maintained. We will ensure that all equipment is used for the originally authorized grant purpose for as long as needed and that equipment will also be managed and disposed of in accordance with state laws.

We would like to add an additional \$21,880.64 of Section 410 funds to the District Attorneys Underage Drinking Prevention Conferences Program, task AL-11-11. This program was approved for \$20,000 of Section 410 funding. If funding is increased we will be able to fund all five District Attorney applicants. With the current funding level we will only be able to fund two.

785661.40



[Handwritten signature]
2011

We would like to add an additional \$5,000 of Section 402 funds to the Alcoholic Beverages Control Commission (ABCC) to administer the Program to Prevent the Sale of Alcohol to Intoxicated Persons, task AL-11-18. This program is currently approved for \$45,000 of Section 402 funds. ABCC investigators would participate in undercover operations at licensed establishments to determine if licensees serve obviously intoxicated individuals. Licensees that have been named as the "place of last drink" by intoxicated drivers will be targeted. The operation will cover approximately 150 bars in 20 communities. ✓

We would like to add \$114,192.54 in Section 410 funds and \$5,000 of Section 402 funds to the Underage Alcohol Enforcement Grant Program, task AL-11-09. This program is currently receiving approximately \$282,000 in Office of Juvenile Justice and Delinquency Prevention funds. The extra \$119,192.54 would fund an additional 17 communities. Activities funded under this program include compliance checks, Cops in Shops, shoulder taps, surveillance patrols and party patrols. ✓

We would like to add \$25,000 in Section 402 funds to the FFY 2011 Pedestrian, Bicycle and Moped-Type Enforcement and Equipment Grant, task PS-11-03. This program is currently slated to receive \$100,000 in Section 402 funds. The extra \$25,000 would fund approximately five more communities. ✓

We would like to add the Work Zone Safety High Visibility Enforcement Program as task SC-11-01 for \$100,000 of Section 402 funds. Funds would be awarded to the Massachusetts Department of Transportation for the Massachusetts State Police to conduct traffic enforcement in work zones to include violations including the Move Over Law and speeding infractions. ✓

We would appreciate prompt review and approval of this request. If you have any questions please do not hesitate to contact me at Sheila.Burgess@state.ma.us or 617-725-3307.

Sincerely,



Sheila Burgess, Director
Highway Safety Division

CC: Charlene Oakley

Doc
in original
HSP

Angie is
Cool

Police Department	Budget
Abington	\$ 18,150.00
Barnstable	\$ 17,285.00
Braintree	\$ 12,000.00
Chelmsford	\$ 17,250.00
Concord	\$ 20,000.00
Danvers	\$ 16,950.00
Fitchburg	\$ 17,657.00
Hull	\$ 20,462.00
Leicester	\$ 18,945.00
Mansfield	\$ 16,950.00
Marlborough	\$ 18,945.00
Middleton	\$ 14,960.00
Milford	\$ 18,945.00
Natick	\$ 20,073.00
North Andover	\$ 19,707.00
Watertown	\$ 16,950.00

Oakley, Charlene (NHTSA)

From: Demille, Daniel (CCJ) [daniel.demille@state.ma.us]
Sent: Tuesday, June 14, 2011 8:37 AM
To: Oakley, Charlene (NHTSA)
Subject: Adding funds to projects

Hello-

I'll get a letter off to you (Phil) about this hopefully today, but I want to see if you anticipate any problems with adding funds to the following projects before I start all the leg work to make it happen on my end.

An additional \$300,000 of Section 402 funds to the Automated License Plate Reader Program (15 more towns). AL-11-17

An additional \$21,880.64 of Section 410 funds to the District Attorneys Underage Drinking Prevention Conferences Program (3 additional DAs offices). AL-11-11

Fund the Alcoholic Beverages Control Commission (ABCC) to administer the Program to Prevent the Sale of Alcohol to Intoxicated Persons. This program is listed in the HSPP as "pending available funding" at \$45,000 of Section 402 funds, but we would like to increase this amount to \$50,000. AL-11-18

Add \$115,000 in Section 410 funds to the Underage Alcohol Enforcement Grant Program (17 towns). AL-11-09

Add \$25,000 in Section 402 funds to the FFY 2011 Pedestrian, Bicycle and Moped-Type Enforcement and Equipment Grant (probably 5 more towns). PS-11-03

Dan DeMille, Program Coordinator
Highway Safety Division
Office of Grants and Research
Executive Office of Public Safety and Security
10 Park Plaza, Suite 3720
Boston, MA 02116
Direct Line: 617-725-3341
Fax: 617-725-0260
Daniel.DeMille@state.ma.us
www.mass.gov/highwaysafety

Remember to buckle up! Every trip, every time.



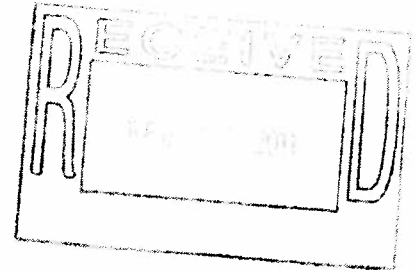
U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

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New Hampshire
Rhode Island
Vermont

Volpe Center,
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February 16, 2011

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116



Dear Director Burgess:

We have reviewed your letter dated February 10, 2011, regarding recent amendments to the approved Massachusetts FY 2011 Highway Safety Plan (HSP). We concur with your actions to add \$200,432.40 in Section 402 funding to the Automated License Plate Reader Program and discontinue the Initiative to Increase Crash Reporting with the Boston Police Department at their request.

Thank you for submitting the updated projects and activities for the Massachusetts FY 2011 HSP. Please submit an update in GTS reflecting the change of funds from Section 402 Traffic Records to Section 402 Alcohol.

We look forward to working collaboratively with you to continue improving the highway safety program in the Commonwealth of Massachusetts.

Please do not hesitate to contact me or Charlene F. Oakley if you have any further questions or concerns.

Sincerely yours,

Philip J. Weiser
Regional Administrator

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**The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security**

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Timothy P. Murray
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**Mary Elizabeth
Heffernan**
Secretary

Ellen J. Frank
Executive Director

February 10, 2011

Mr. Philip Weiser
Regional Administrator
National Highway Traffic Safety Administration
55 Broadway – Kendall Square
Cambridge, MA 02141

Dear Mr. Weiser:

Please accept this letter as a formal request to add \$200,432.40 in Section 402 funding to the Automated License Plate Reader Program task AL-11-17. This funding will come from the Initiative to Increase Crash Reporting with the Boston Police Department (task TR-11-05) that was recently discontinued at the department's request.

Task AL-11-17 was approved for \$300,000 in Section 154 AL funding in the 2011 Highway Safety Performance Plan. With the discontinuation of task TR-11-05, the Executive Office of Public Safety and Security/Highway Safety Division feels it would be a best value to the Commonwealth to add funds to the ALPR program. Approximately 10 additional police departments will be awarded grants with this funding. We will follow the process to request equipment approval once the awards are completed.

We would appreciate prompt review and approval of this request. If you have any questions please do not hesitate to contact me at Sheila.Burgess@state.ma.us or 617-725-3307.

Sincerely,

Sheila Burgess, Director
Highway Safety Division



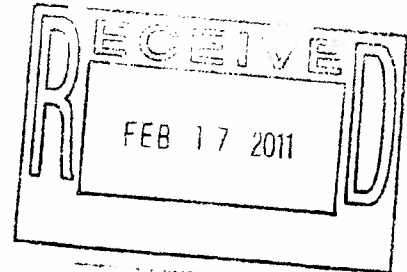
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February 16, 2011

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116



Dear Director Burgess:

We have reviewed your February 10, 2011 letter regarding the FFY 2011 Task AL-11-17. We approve the request to acquire 27 Automated License Plate Readers (ALPR) units, software, warranty, installation and licenses by the Massachusetts State Police (MSP) and local police departments for a total budget amount of \$500,432.40. The share of the total cost for the ALPR package funded from NHTSA grants shall be proportional to the highway safety benefit expected from the planned use of this equipment. 402
154

The Highway Safety Division should ensure that this equipment is used for the originally authorized grant purposes for as long as needed for those purposes (23 CFR § 1200.21(b)). Further, the Highway Safety Division should ensure that the subgrantee shall manage and dispose of this equipment in accordance with State laws and procedures (23 CFR § 1200.21(c)).

Please do not hesitate to contact me or Charlene F. Oakley if you have any further questions or concerns.

Sincerely yours,

Philip J. Weiser
Regional Administrator



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**Mary Elizabeth
Heffernan**
Secretary

Ellen J. Frank
Executive Director

February 10, 2011

Mr. Philip Weiser, Regional Administrator
National Highway Traffic Safety Administration
55 Broadway – Kendall Square
Cambridge, MA 02141

Dear Mr. Weiser:

I am writing to request your approval to fund the purchase of 27 Automated License Plate Readers (ALPR) by the Massachusetts State Police (MSP) and local police departments. The purchase will take place as part of the ALPR program approved in the FFY 2011 Highway Safety Performance Plan (AL-11-17) from Sections 154AL and 402. From the budget each department is eligible to purchase: ALPR unit, software, warranty, installation, and licenses.

The Executive Office of Public Safety and Security/Highway Safety Division (EOPSS/HSD) plans to enter into an Interdepartmental Service Agreement (ISA) with MSP and contracts with local police departments later this month totaling \$500,432.40 to purchase the equipment. EOPSS/HSD will fund the full purchase price of the equipment. Each department will contribute a minimum of 25% of in-kind match. A list of departments and budgets is attached. A separate letter will be sent today requesting an increase in the budget of AL-11-17.

Language will be included in the ISA and contracts to ensure that all equipment will be received by the close of the state fiscal year on June 30, 2011 and an inventory of equipment purchases in accordance with state and federal regulations will be maintained. EOPSS/HSD will ensure that all equipment is used for the originally authorized grant purpose for as long as needed. EOPSS/HSD will also manage and dispose of this equipment in accordance with state laws.

We would appreciate prompt review and approval of this request. If you have any questions please do not hesitate to contact me at Sheila.Burgess@state.ma.us or 617-725-3307.

Sincerely,

Sheila Burgess, Director
Highway Safety Division

Police Department	Budget
Amherst	\$ 18,945.00
Brookline	\$ 20,460.00
Burlington	\$ 16,950.00
Fall River	\$ 18,975.00
Foxborough	\$ 18,945.00
Franklin	\$ 18,945.00
Gloucester	\$ 22,362.20
Haverhill	\$ 19,896.00
Hingham	\$ 20,073.00
Longmeadow	\$ 18,945.00
Lowell	\$ 17,350.00
Lynn	\$ 18,945.00
Malden	\$ 16,950.00
Massachusetts State Police	\$ 18,952.00
Newton	\$ 14,400.00
Peabody	\$ 16,350.00
Pittsfield	\$ 18,945.00
Plymouth	\$ 18,945.00
Quincy	\$ 17,285.00
Randolph	\$ 16,950.00
Reading	\$ 16,950.00
Revere	\$ 18,945.00
Shrewsbury	\$ 18,945.00
Springfield	\$ 17,285.00
Taunton	\$ 18,187.20
Tewksbury	\$ 21,607.00
Worcester	\$ 18,945.00
	\$ 500,432.40



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

Memorandum

Subject: Automatic License Plate Readers (ALPRs)

Date: October 26, 2012

From: Michael Geraci 
Regional Administrator, Region 1

To: Barbara Sauers
ROPD

We have reviewed our files and have found the attached materials involving Automated License Plate Readers for Region 1 States:

Vermont:

Equipment Request Letters

Equipment Approval Letters

The 2012 Management Review that cited issues with the ALPRs (as well as other equipment purchases).

VT Response to the MR (does not specifically mention the ALPRs, but I wanted to include as much as possible).

Massachusetts:

FY 2009: Equipment letters/approvals

FY 2010: Equipment approval letters/requests Increase project funding request

Emails ALPR overview document RPM notes.

FY 2011: Regional Office project file review checklists Project files Equipment requests/approval letters State monitoring documents Email News Article.